



DAVID SANDERS,
PH.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

Board of Supervisors

GLORIA MOLINA
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Fifth District

March 30, 2004

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

Dear Supervisors:

REQUEST TO APPROVE MASTER AGREEMENT FOR EMERGENCY SHELTER CARE SERVICES WITH VARIOUS LICENSED FOSTER PARENTS (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Master Agreement (Attachment I), for provision of Emergency Shelter Care (ESC) services, with qualified licensed foster family home providers to ensure 24-hours/7-days continuous bed availability for persons 0-17 years of age who are taken into protective custody.
2. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or his designee, to execute the Master Agreements with the foster family home providers indicated on Attachment II for provision of ESC services, effective April 1, 2004, or date of execution, whichever is later, through March 31, 2005, with two (2) optional one-year renewal periods, and a six-month extension, if necessary, to complete the negotiation or solicitation of a new contract.
3. Delegate authority to the Director of DCFS, or his designee, to execute the Master Agreements with additional qualified licensed foster family home providers throughout the term of the contract, should the need for additional ESC beds be necessary, provided the total contracted amount does not exceed the maximum cost of the agreements for the three-year term after County Counsel and Chief Administrative Office (CAO) approval; and instruct the Director to notify your Board and the CAO, in writing, within fifteen (15) days of execution of these Agreements. The cost of the agreements will be financed using 75% federal revenue, 17.5% State

revenue and 7.5% net County cost. The annual cost for Agreements with providers indicated on Attachment II is \$300,000. The maximum annual contract sum is \$614,400 (\$460,800 federal, \$107,520 State and \$46,080 County) which will allow for execution of Agreements with additional providers as they become available. The maximum contract sum for the three-year term of the Agreements is \$1,843,200 (\$1,382,400 federal, \$322,560 State and \$138,240 County). Funding for the first three months of the Agreements is included in the FY 2003-2004 Adopted Budget.

4. Delegate authority to the Director of DCFS, or his designee, to execute amendments to exercise the two one-year options after County Counsel and CAO approval; and instruct the Director to notify your Board and the CAO in writing within fifteen (15) calendar days of executing the amendments.
5. Delegate authority to the Director of DCFS, or his designee, to execute amendments to extend the Master Agreements up to six (6) months, if necessary, to complete the negotiation or solicitation of a new contract after County Counsel and CAO approval; and instruct the Director to notify your Board and the CAO in writing within fifteen (15) calendar days of executing the amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide a network of ESC beds throughout the County which can be used for the temporary placement of persons 0-17 years of age taken into protective custody either by the Emergency Response Command Post (ERCP) or case management staff. These contracts will expand temporary emergency placement options Countywide. The Contracts will ensure availability of ESC beds for children, youth, sibling groups, and teen mothers and their infants in all Service Planning Areas (SPAs).

It is critical that DCFS maintain a network of temporary, emergency placement resources to ensure child safety.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County Strategic Plan. Efforts to continue ESC services with the intent to provide child safety and well-being for the children in Los Angeles County are consistent with Goal 3, Organizational Effectiveness, and Goal 5, Children and Families' Well-Being: Improve the Well-being of Children and Families in Los Angeles County.

FISCAL IMPACT/FINANCING

The agreements will be financed using 75% federal revenue, 17.5% State revenue and 7.5% net County cost. The annual cost for Agreements with providers indicated on

Attachment II is \$300,000. The maximum annual contract sum is \$614,400 (\$460,800 federal, \$107,520 State and \$46,080 County) which will allow for execution of Agreements with additional providers as they become available. The maximum contract sum for the three-year term of the Agreements is \$1,843,200 (\$1,382,400 federal, \$322,560 State and \$138,240 County). Funding for the first three months of the Agreements is included in the FY 2003-2004 Adopted Budget.

For each of the respective fiscal years, DCFS' budget will include funding for ESC services as follows: \$614,400 for FY 2004-05 and 2005-06, and \$460,800 for FY 2006-07.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since its inception in 1984, the ESC services program has increased the placement options available for persons 0-17 years of age who are removed from their homes and taken into protective custody. ESC services are provided by qualified foster family home providers, licensed by the California Department of Social Services (CDSS) Community Care Licensing Division. Each ESC services provider must have at least one-year of active experience as a Los Angeles County licensed foster parent.

ESC services providers maintain continuous 24-hours/7 days a week availability of ESC beds at pre-established monthly rates: Children ages 0-12 - \$300/bed/month; youth (teenagers) ages 13-17 - \$400/bed/month; sibling groups ages 0-17 - \$400/bed/month with a minimum of four beds for a minimum of \$1,600/month; and teen mothers and their infants - \$600/month for one (1) teen bed and one (1) crib. These costs are paid by funding provided in the Child Welfare Services allocation.

In addition to the payment for the availability of ESC beds, the ESC services providers receive a prorated daily amount for each day a person between 0 and 17 years of age is placed in their home. The set rate is paid by Aid to Dependent Families with Children - Foster Care (AFDC-FC) entitlement funding.

ESC services providers are aware of and agree to comply with Title VI of the Civil Rights Act of 1964 and all other applicable laws and regulations in the delivery of services.

The Master Agreement expressly provides that the County has no obligation to pay for expenditures beyond the agreement amount. In addition, ESC services providers will not be asked to perform services, which exceed the contract amount, scope of work, or contract dates.

Deviation from the standard Insurance Coverage Requirements has been made in the Master Agreement. ESC services providers have agreed to maintain personal automobile liability insurance at not less than that required by State law, as well as

homeowners or renters liability insurance with a minimum of \$300,000 personal liability coverage. These insurance requirements have been reviewed and approved by the CAO.

The DCFS' boilerplate contract language for Quality Enforcement, Quality Assurance Plan Monitoring and Review has been changed to incorporate a provision requiring ESC providers to comply with written Corrective Action Plans (CAP) within forty-five (45) days. Failure to comply with a CAP will constitute a material breach, which permits the County, if appropriate, to terminate the contract. Including this revision ensures receipt of high quality services. This section also deletes the requirement that ESC providers submit a semi-annual written report, as this information is included on the monthly invoices submitted by each ESC provider.

The Master Agreement further excludes the County's current language for Consideration of Hiring GAIN/GROW Participants, and Consideration Of Hiring County Employees Targeted For Layoffs, as the agreement with each contractor is under \$250,000.

The Master Agreement also excludes the County's current language for Subcontracting, Former Foster Youth Consideration, Child Support Compliance Program, and the Mandatory Requirement to Register on County's WebVen. Only designated licensed foster parents of a licensed foster family home provide ESC Services; therefore, no subcontracting is permitted for this agreement. Due to the nature of the services provided, the ESC providers do not require additional or replacement personnel; therefore, consideration of hiring former foster youth for this agreement is not applicable. Also, pursuant to the confidentiality requirements of Welfare and Institutions Code section 308, the agreement excludes the Board's Child Support Compliance Program and the Mandatory Requirement to Register on County's WebVen provisions. A representative from Child Support Services has confirmed that the Child Support Compliance Program forms should neither be required nor forwarded to the District Attorney's Office.

DCFS has additionally agreed to include a provision allowing for Termination of Agreement by Contractor for Convenience, which deviates from the standard County agreement. This provision was added to allow the ESC providers, who are not permitted to subcontract, to terminate the contract prior to the set termination date, if they are unable to continue to provide ESC services. Including this provision maximizes the protection of children and youth placed in their care.

The Agreement is in compliance with all Board, CAO, and County Counsel requirements.

County Counsel and the CAO have reviewed this Board letter. The attached Master Agreement (Attachment I) has been approved as to form by County Counsel.



CONTRACTING PROCESS

DCFS utilized a Request for Statement of Qualifications (RFSQ) solicitation process modeled in the County of Los Angeles to recruit licensed foster parents to provide ESC services. On August 13, 2003, a request for utilization of an RFSQ to solicit for ESC services was sent to CDSS (Attachment III). Approval from CDSS was received on August 15, 2003 (Attachment IV). Further clarification was requested from CDSS on February 2, 2004, regarding the term of the contract (Attachment V). Clarification of a three-year contract term with use of the RFSQ was received in a letter dated February 24, 2004 (Attachment VI).


Approximately 2,300 foster parents throughout the County of Los Angeles were mailed notification letters announcing the recruitment for qualified ESC service providers and the release of the RFSQ. Newspaper advertisements for the release of the RFSQ were also published in the Los Angeles Times, La Opinion, LA Watts Times, and Chinese Daily News. The RFSQ was released and posted on the County's website on February 11, 2004.

A Qualifier's Conference was held on February 17, 2004. An addendum and list of questions and answers were mailed to those who received a copy of the RFSQ and/or attended the Qualifier's Conference. The addendum, and questions and answers, were also posted on the County's website.

Licensed foster parents who: (1) submitted their statement of qualifications (SOQ) on or before the SOQ due date, (2) met the minimum qualifications set forth in the RFSQ, (3) were found to be responsive and responsible, and (4) met the bed category(ies) DCFS projected to be needed in each service planning area (SPA) or in the adjacent SPAs, if a particular SPA does not have sufficient ESC providers, are listed in Attachment II.

DCFS has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended agreement.

IMPACT ON CURRENT SERVICES

Since 1984, ESC services have provided additional placement options, utilized by the Emergency Response Command Post when placing persons under 17 years of age taken into protective custody, particularly after normal business hours, on weekends, and on holidays.  Approval of this Board letter would provide for the continued availability of ESC services beds needed for emergency placement(s) of persons 0 to 17 years of age.

CONCLUSION

Upon approval of this request, instruct the Executive Officer/Clerk of the Board to send an adopted stamped copy of this Board Letter and attachments to:

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

2. Office of the County Counsel
Attention: Rose Belda, Principal Deputy County Counsel
Edelman's Children Court
201 Centre Plaza Drive, Suite 1
Monterey Park, CA 91754

Respectfully submitted,

DAVID SANDERS, Ph.D.
Director

DS:cc

Attachments (6)

c: Chief Administrative Officer

**MASTER AGREEMENT
FOR
EMERGENCY SHELTER CARE SERVICES

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

CONTRACTOR

NAME OF LICENSED FOSTER PARENT

NAME OF CO-LICENSED FOSTER PARENT

APRIL 2004

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EXHIBITS

| | |
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| Exhibit A | Statement of Work |
| Exhibit B | Foster Youth Bill of Rights |
| Exhibit C-1 | Emergency Shelter Care Bed Rates |
| Exhibit C-2 | Budget |
| Exhibit C-3 | Confidentiality Agreement |
| Exhibit C-4 | Emergency Shelter Care Services Capacity Agreement |
| Exhibit D | Invoice to be used by Contractor to bill the County |
| Exhibit E | Emergency Shelter Care Reporting Procedure |
| Exhibit F | Placement Termination of Foster Child |
| Exhibit G | Command Post Contact Numbers |
| Exhibit H | Request for Time Off |
| Exhibit I | Termination of Emergency Shelter Care Contract |
| Exhibit J | Enter Control Log |
| Exhibit K | Internal Revenue Notice 1015 |
| Exhibit L | Reserved for Future Use |
| Exhibit M | Safely Surrendered Baby Law Fact Sheet |
| Exhibit N | Jury Service Program Certification Los Angeles County Code 2.203 (Jury Service Program) |
| Exhibit O | Policy on Doing Business with Small Business |
| Exhibit P | Community Business Enterprise Form |
| Exhibit Q | Listing of Contractors Debarred in Los Angeles County |
| Exhibit R | Service Planning Areas Basemap with SPAs Labeled Los Angeles County Zip Codes Boundaries SPAs Correspondence Table |

**AGREEMENT
FOR**

Emergency Shelter Care Services (hereinafter referred to as "Agreement").

This Agreement, made and entered into this ____ day of _____ 200__, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

Foster Family Home

Name of Licensed Foster Parent

Name of Co-Licensed Foster
Parent

hereinafter referred to as
"CONTRACTOR"

WITNESSETH

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

WHEREAS, COUNTY desires to provide Emergency Shelter Care Services; and

WHEREAS, COUNTY has determined that the services to be provided under this Agreement are for children who may have been neglected, abused, or exploited, or who are in imminent danger of such, in furtherance of the Department of Children and Family Services Strategic Plan 2000; and

WHEREAS, pursuant to provisions of the California Department of Social Services, Child Welfare Services Manual, Child Welfare Services Program Placement Section 31-410, and 31-415, the County of Los Angeles is designated to administer Emergency Shelter Care; and

WHEREAS, CONTRACTOR warrants that he/she is a foster parent, licensed by the California State Department of Social Services, Community Care Licensing Division, with at least one year of experience.

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

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Agreement, 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 Agreement.
- 1.2 Exhibits A, B, C-1, C-2, C-3, C-4, D, E, F, G, H, I, J, K, L (Reserved for Future Use), M, N, O, P, Q, and R set forth below are attached to and incorporated by reference in this Agreement.
- 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

| | |
|-------------|---|
| Exhibit A | Statement of Work |
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| Exhibit P | Community Business Enterprise Form |
| Exhibit Q | Listing of Contractors Debarred in Los Angeles County |
| Exhibit R | Service Planning Areas Basemap with SPAs Labeled Los Angeles County Zip Codes Boundaries SPAs Correspondence Table |

1.4 COUNTY and CONTRACTOR agree that the following terms, as used in this Agreement, shall have the following meanings:

- A. "Agreement capacity" means the number of beds available under this Agreement, which cannot exceed the licensed capacity.
- B. "Alternate Shelter Care Provider" means person authorized by COUNTY to care for and supervise placed children during CONTRACTOR's temporary absence. This person must be cleared by the State of California Department of Social Services Community Care Licensing Division.
- C. "Available bed" means any unoccupied bed within the Agreement capacity that is continuously available for immediate use.
- D. "Children's Social Worker" means a COUNTY employee with job title of Children's Social Worker (CSW), responsible for children placed in CONTRACTOR's home under the terms of this Agreement.
- E. "Command Post" means a unit composed of CSWs who provide immediate response after normal business hours, weekends and holidays to referrals of child abuse and neglect.
- F. "Contract" means a legally binding Agreement between two parties.
- G. "Day(s)" means calendar day(s) unless otherwise specified.
- H. "DCFS" means COUNTY's Department of Children and Family Services.
- I. "Director" means COUNTY's Director of Children and Family Services or his authorized designee.
- J. "Do Not Refer status" means the suspension of new DCFS children placements when the investigation indicates problems and/or deficiencies that may be compounded by additional or newly-placed children; when the substantiated allegations do not place children in the facility at further risk and deficiencies are correctable within an agreed upon time; and/or when a CONTRACTOR fails to repay an overpayment.
- K. "Do Not Use status" means all placed children are removed from the CONTRACTOR's care within a specified period of

time. No placement referrals may be made to the facility. Do-Not-Use status is used when situations exist which represent a danger to the children in placement which cannot be corrected within a reasonable period of time and the immediate safety of the children in placement cannot be assured or in the event of CONTRACTOR fails to respond appropriately or timely to a corrective action request.

- L. "Fiscal Year(s)" means COUNTY's Fiscal Year which commences July 1 and ends the following June 30.
- M. "Investigative Hold status" means COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, when DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; hold status may also be implemented when, in DCFS sole discretion, there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect.
- N. "Maximum Contract Sum" means the total amount payable under this Agreement.
- O. "Program Manager" means COUNTY representative responsible for daily management of contract operation and overseeing monitoring activities.
- P. "Project" means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- Q. "Statement of Work" means a written description of tasks and/or deliverables provided by CONTRACTOR pursuant to this Agreement identified in Exhibit A, Statement of Work, with all attachments thereto.
- R. "Subcontract" means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
(CONTRACTOR is expressly prohibited from subcontracting any portion of this Agreement).

2.0 CONTRACTOR'S WORK

- 2.1 Pursuant to the provisions of this Agreement, CONTRACTOR shall provide COUNTY with Emergency Shelter Care services as defined herein and as more fully set forth in Exhibit A, Statement of Work. CONTRACTOR warrants that it possesses the competence and expertise necessary to provide such services.
- 2.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, 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.

3.0 TERM AND TERMINATION

- 3.1 The term of this Agreement shall commence on April 1, 2004, or date of execution by the Director, whichever is later, and shall continue through March 31, 2005, unless terminated earlier as provided herein.
- 3.2 The term of this Agreement may be extended beyond the stated expiration date, for up to two (2) additional 12-month periods, by the Director, by written notice to CONTRACTOR prior to the expiration of the then contract term. The term of this Agreement may also be extended by the Director for a period not to exceed six (6) months beyond the then current expiration date, if such additional time is necessary to complete the negotiation or solicitation of a new contract. The Department shall obtain County Counsel and Chief Administrative Office approval prior to extending the expiration dates. During such extended periods, CONTRACTOR shall continue to provide Services in the form and at the levels as described herein.
- 3.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DCFS at the address herein provided in Section 11.0, Notices.

4.0 CONTRACT SUM

- 4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Agreement, COUNTY shall compensate CONTRACTOR at the rates described in Exhibit C-1, Emergency Shelter Care Bed Rates, pursuant to Exhibit C-4/Form 4, Emergency Shelter Care Services Capacity Agreement, for the services set forth herein, and in Exhibit A, Statement of Work, and Exhibit B, Foster Youth Bill of Rights, and determined by the number of contracted beds as stated this Agreement.
- 4.2 The total amount payable under this Agreement is not to exceed \$ _____, Maximum Contract Sum, for _____ (number) of available ESC beds at the _____ (either child, or youth, or teen mom and infant) rate level.
- 4.3 CONTRACTOR has prepared and submitted to COUNTY a budget segregating total monthly income and total monthly expenses for the

work to be performed by CONTRACTOR under this Agreement, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This budget is attached hereto and incorporated by reference herein as Exhibit C-2/Form 2, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased or decreased pursuant to Section 12.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

- 4.4 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy five percent (75%) of the total amount authorized under the Start Work Notice issued pursuant to this Master Agreement. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY PROGRAM MANAGER at the address provided in Section 11.0 Notices.

5.0 PAYMENTS AND INVOICES

- 5.1 CONTRACTOR shall be paid for services provided on a monthly basis.
- 5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within five (5) Days of the last Day of the previous month. All such services rendered by CONTRACTOR shall be paid in accordance with the Exhibit C-1, Emergency Shelter Care Bed Rates, and Exhibit C-4/Form 4, Emergency Shelter Care Capacity Agreement.
 - 5.2.1 While CONTRACTOR may submit late invoices for payment, if sufficient funds are not available for payment of late invoices, the COUNTY is not under any obligation to pay late invoices.
- 5.3 CONTRACTOR shall submit the original monthly invoice to the Program Manager for review and approval.

CONTRACTOR shall send original invoices to be approved to:

County of Los Angeles
Department of Children and Family Services
Emergency Shelter Care Program
Attention: Sonia Vazquez-Gomez

2525 Corporate Place
Monterey Park, California 91754

- 5.4 Upon receipt of CONTRACTOR's monthly invoice, Program Manager, or designee, shall review the detailed charges to ensure charges are in accordance with the Agreement terms and that invoiced services have been received.
- 5.5 Upon approval of the monthly invoice, the Program Manager, or designee, shall forward the invoice to the Finance Office for payment.
- 5.6 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed provided that the CONTRACTOR is not in default under any provision of this Agreement. COUNTY shall attempt to authorize payment within thirty (30) Days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed and dated by the Program Manager. COUNTY has no obligation to pay for any work except those services expressly authorized by this Agreement.
- 5.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 5.8 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 overpayment received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) Days of receiving notification of such overpayment from the COUNTY, or may be set off against future payments due CONTRACTOR. Notwithstanding any other provision of this Agreement, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) Days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.9 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.

- 5.10 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices, of this Agreement, when expenditures under this Agreement total seventy-five percent (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices, of this Agreement, when this Agreement is within six (6) months of expiration. CONTRACTOR shall send such notice to those persons and addresses which are set forth in Sections 5.0, Payments and Invoices and 11.0, Notices.
- 5.11 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

6.0 RECORDS AND AUDITS

- 6.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement, specifically copies of all of the following documents: 1) The Placement Agreements for each child placed in their home as an Emergency Shelter Care placement; 2) the monthly invoices submitted to the County for payment; 3) This Emergency Shelter Care Contract package, including all attachments and exhibits; 4) Copies of each Placement Termination of Foster Child form (Exhibit F); 5) All requests for time off submitted during the Agreement period (see Exhibit H); copies of all Enter Control Logs (see Exhibit J); and 6) Copies of all check stubs for the monthly ESC payments received on this Agreement, and copies of the check stubs for any clothing allowances received on behalf of Emergency Shelter Care placed children.
- 6.2 CONTRACTOR agrees that COUNTY and its authorized representatives, the State of California and its authorized representatives, and the Federal Government, and its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, supporting

documents, statistical records, and all other records pertinent to the award and performance of this contract, including, but not limited to, all financial records, timecards, other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this Agreement and either for a period of five (5) years after the expiration of the term of this Agreement or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management review, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.

- 6.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise prohibited by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 6.4 CONTRACTOR shall be responsible for conducting annual financial audits of its agency if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.
- 6.5 CONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including interviews of CONTRACTOR's staff, insurance agents, banks, personnel, and vendors. Methods may include the inspection of accounting ledgers, journals, canceled

checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Agreement. CONTRACTOR shall ensure the cooperation of all its staff, and board members in all such efforts.

- 6.6 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Agreement are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, or the State of California. In the event this Agreement is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.
- 6.7 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which COUNTY may withhold reimbursement or terminate this Agreement.
- 6.8 CONTRACTOR shall maintain all records relating to this Agreement during the term of this Agreement, and upon termination shall submit copies of all these audit records to the Program Manager office prior to receipt of final check for payment of monies owed from this Agreement.

7.0 AUDIT SETTLEMENT

If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at the COUNTY's discretion, shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment; or (2) at COUNTY's option, credited against future payments hereunder to CONTRACTOR. If such audit finds that COUNTY's dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY provided that in no event shall COUNTY's maximum obligation for this Agreement exceed the Maximum Contract Sum.

8.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless 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 Agreement.

9.0 GENERAL INSURANCE REQUIREMENTS

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

9.1 Evidence of Insurance: A copy of the policy declarations, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

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

prior to commencing services under this Agreement.

Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

9.2 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

9.2.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- 9.2.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
 - 9.2.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the Program Manager.
 - 9.2.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.
- 9.3 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

10.0 INSURANCE COVERAGE REQUIREMENTS

CONTRACTOR must maintain the following insurance:

- 10.1 Personal Automobile insurance, covering the CONTRACTOR against liability to others for bodily injury or property damage arising out of the ownership, maintenance or use of the CONTRACTOR's automobile(s). Such insurance shall provide liability coverage limits not less than those required by state law.
- 10.2 Homeowners or Renters Insurance, with \$300,000 personal liability coverage, covering the CONTRACTOR against liability to others for bodily injury or property damage resulting from the CONTRACTOR's use of the residence premises where children placed for Emergency Shelter Care will reside.

11.0 NOTICES

- 11.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

Department of Children and Family Services
Emergency Shelter Care Program

Attention: Sonia Vazquez-Gomez
2525 Corporate Place
Monterey Park, California 91754

With a copy to:

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

All notices to CONTRACTOR shall be sent to CONTRACTOR

Attention: _____
Licensed Foster Parent name

Name of Foster Family Home

Foster Parent License Number

Address

City Zip

Fax number if applicable

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

11.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR or of a co-licensee, shall in any case be sufficient notice.

12.0 CHANGES AND AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and

conditions as may become necessary and reasonable. Any such revisions shall be accomplished in the following manner:

- 12.1 For any change which does not affect the period of performance, Maximum Contract Sum, or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 12.2 Except as provided in Section 3.0, TERM AND TERMINATION, for any change which affects the period of performance, Maximum Contract Sum, or payment, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared, signed by the CONTRACTOR and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.
- 12.3 For purposes of Sections 12.1 and 12.2, a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Section 4.0, Contract Sum, of this Agreement.
- 12.4 Notwithstanding the provisions of Sections 12.1, 12.2 and 12.3, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments which increase or decrease payments to CONTRACTOR under the following conditions:
 - 12.4.1 COUNTY's total payments to CONTRACTOR shall not increase or decrease more than ten percent (10%) per year and in the aggregate from the Maximum Contract Sum during the term of this Agreement.
 - 12.4.2 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement; and
 - 12.4.3 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement.

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

12.5 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Master Agreements, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Master Agreement. 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. The Contractor shall continue to provide all of the services set forth in the Master Agreement.

13.0 ASSIGNMENT/DELEGATION OF RIGHTS

13.1 CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles COUNTY Board of Supervisors or the Director in the event the Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 22.0, Events of Default, herein and shall be voidable at the election of the COUNTY. If CONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring COUNTY's consent hereunder shall also include any sale, exchange, assignment, divestment or change in members, directors or officers giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Agreement. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute such COUNTY consent.

13.2 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by CONTRACTOR, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.

13.3 COUNTY's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for

contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State contracting requirements for this or similar Agreements. COUNTY may require, as a condition to its consent to assignment, that the assignee enter into an agreement utilizing then current standard COUNTY documentation for this or similar Agreements.

- 13.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Agreement shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which COUNTY may have against CONTRACTOR, whether under this Agreement or otherwise.

14.0 SUBCONTRACTING

No performance of this Agreement or any portion thereof may be subcontracted by CONTRACTOR. Any attempt by CONTRACTOR to subcontract performance of any of the terms of this Agreement, in whole or in part, shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith.

15.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between the COUNTY and 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 CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Agreement.

16.0 COVENANT AGAINST CONTINGENT FEES

- 16.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement for either a flat fee, a percentage commission or any other form of remuneration.
- 16.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Agreement and/or, at its sole discretion, require the CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

17.0 DISCLOSURE OF INFORMATION

17.1 The CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein 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 publicizing its role under this Agreement within the following conditions:

17.1.1 CONTRACTOR shall develop all publicity material in a professional manner.

17.1.2 During the course of performance of this Agreement, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the COUNTY without the prior written consent of the COUNTY. Said consent shall not be unreasonably withheld, and approval by the COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.

17.1.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales material that it has been awarded a contract to provide services, provided, however, that the requirements of this provision shall apply.

18.0 COMPLIANCE WITH APPLICABLE LAWS

18.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

18.1.1 CONTRACTOR acknowledges that this Agreement will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and

regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

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

18.1.3 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).

18.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.

18.3 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR, its employees or agents, of such laws, regulations, rules, policies, standards or ordinances as described in Section 18.1.

19.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

20.0 NON-DISCRIMINATION IN EMPLOYMENT

20.1 CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or

handicap, in compliance with all applicable Federal and State non-discrimination laws and regulations. This includes compliance with Executive Order 11246 entitled "Equal Employment Opportunity," Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).

- 20.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include but is not limited to the following: 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.
- 20.3 CONTRACTOR shall deal with its vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.
- 20.4 CONTRACTOR shall provide access for COUNTY's representatives to inspect CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this section when so requested by COUNTY.
- 20.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to terminate this Agreement. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Agreement.
- 20.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

21.0 CLIENT GRIEVANCES

CONTRACTOR shall pursuant to the Foster Youth Bill of Rights allow all foster children placed in their home for Emergency Shelter Care services to contact their Social Worker as requested to resolve client grievances.

22.0 EVENTS OF DEFAULT

22.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Agreement 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 Statement of Qualifications, if any; or

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

22.2 Default for Insolvency

COUNTY may terminate this Agreement 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 TERMINATION OF AGREEMENT BY CONTRACTOR FOR CONVENIENCE

This Agreement may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Written notice of termination of this Agreement should be delivered to COUNTY pursuant to Section 11.0, Notices, specifying the date upon which the termination would be effective. Such termination becomes effective upon DCFS Director's authorization delegated by the Board. The effective date of such termination shall be no less than thirty (30) days after the notice is sent, unless COUNTY exercises its option to not renew and notifies CONTRACTOR, pursuant to Section 11.0, Notices, that the termination will be effective in 30 days.

24.0 TERMINATION FOR CONTRACTOR'S DEFAULT

24.1 Upon determining the existence of any one or more of the circumstances heretofore described in Section 22.0, Events of Default, this Agreement may be subject to termination either immediately or within such longer time period as noticed by COUNTY.

24.2 In the event COUNTY terminates this Agreement in whole or in part as provided in this Agreement, COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those previously provided by CONTRACTOR. Any excess cost, as determined by the COUNTY, arising from procurement of services under this Section 24.2, over and above the Maximum Contract Sum, shall be charged against the CONTRACTOR and/or its sureties.

24.3 The remedies reserved to COUNTY herein shall be cumulative and in addition to any other remedies provided in law or equity.

24.4 In the event that, following services of the Notice of Termination of this Agreement under the provisions of this Agreement, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Agreement or that the default was excusable under provisions of this Agreement, a correction of the Notice of Termination shall be issued, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

25.0 TERMINATION FOR IMPROPER CONSIDERATION

25.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the

intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. 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 the CONTRACTOR.

- 25.2 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 (213) 974-0914 or (800) 544-6861.
- 25.3 Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

26.0 TERMINATION FOR CONVENIENCE

- 26.1 The performance of services under this Agreement may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest. Termination of services hereunder shall be effected by delivery to CONTRACTOR of a thirty (30) day advance notice of termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.
- 26.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
 - 26.2.1 Stop services under this Agreement on the effective date of termination.
 - 26.2.2 To the extent possible, continue to perform, as required by this Agreement until the effective date of termination.
- 26.3 After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to

the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Agreement for any terminated services.

- 26.4 Subject to the provisions of Section 26.3 above, COUNTY and CONTRACTOR shall make a good faith attempt to agree upon an amount due to CONTRACTOR for any terminated services following the total or partial termination of services pursuant to this Agreement. If after a good faith effort, an amount due CONTRACTOR is not agreed upon, COUNTY shall determine the amount due CONTRACTOR by assessing the contract value for similar services provided herein to all documented services, which CONTRACTOR has satisfactorily provided. COUNTY shall pay the agreed upon or determined amount, provided that such amount shall not exceed the Maximum Contract Sum under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the amount potentially due for services not terminated.

27.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 27.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 27.2 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 on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 27.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, 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.

- 27.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 27.5 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 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. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.
- 27.6 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.

28.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

- 28.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.
- 28.2 All funds for payment are conditioned upon the COUNTY Board of Supervisors' appropriation of sufficient funds for this purpose. Payments during subsequent fiscal year periods are dependent upon similar Board of Supervisors' action.
- 28.3 In the event the COUNTY Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year to meet the CONTRACTOR's anticipated obligations to providers under contracts, then services may be: (1) terminated in their entirety; or (2) reduced in accordance with available funding as deemed necessary by the COUNTY. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

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

29.0 CONFLICT OF INTEREST

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

29.2 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 Agreement. CONTRACTOR warrants that it is not now aware of any facts, which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

30.0 EMPLOYEE BENEFITS AND TAXES

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

30.2 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 Agreement or CONTRACTOR's performance hereunder.

31.0 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 K.

32.0 CONFIDENTIALITY

32.1 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Confidentiality Agreement", Exhibit C-3/Form 3. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

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

33.0 CONTRACT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW

33.1 The Director shall be responsible for the enforcement of this Agreement on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. The Director hereby reserves the right to assign such personnel as are needed to serve as Program Manager in order to inspect and review CONTRACTOR's performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement.

33.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures at any reasonable time.

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY, in its sole discretion, determines require placing CONTRACTOR on a written Corrective Action Plan (CAP) must be corrected by the CONTRACTOR within forty-five (45) days of receipt of the CAP by the CONTRACTOR. Failure by CONTRACTOR to comply with the written CAP shall constitute a material breach which shall permit COUNTY, in its sole discretion, to terminate this Agreement.

33.3 At the request of COUNTY, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.

34.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations 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. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

35.0 CRIMINAL CLEARANCES

35.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors or volunteers who may come in contact with children in the course of their work or volunteer activity and shall maintain such records in the file of each such person.

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

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

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

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

36.1.1

36.0 RESERVED FOR FUTURE USE

37.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

38.0 NOTICE OF DELAYS

Except as otherwise provided herein, when either party to this Agreement has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

39.0 USE OF RECYCLED-CONTENT PAPER

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

40.0 PROPRIETARY RIGHTS

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

40.2 Notwithstanding any other provision of this Agreement, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the federal government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government

purposes, such software, modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 40.3 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 40.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 40.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 40.5 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Section 40.4 for:
 - 40.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 40.3;
 - 40.5.2 Any materials, data and information covered under Section 40.2; and
 - 40.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 40.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

40.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

40.8 The provisions of Sections 40.5, 40.6, and 40.7 shall survive the expiration or termination of this Agreement.

41.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Agreement shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand dollars (\$5,000.00) or more, with a useful life of more than one (1) year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Agreement and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of this Agreement to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

42.0 REPORTING SUSPECTED CHILD ABUSE

42.1 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.

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

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

42.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required

to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

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

43.0 COMMUNITY BUSINESS ENTERPRISE PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application which is attached as Exhibit P/Form 12.

44.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this Agreement is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

45.0 DISPUTE RESOLUTION PROCEDURE

45.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes, which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 44.0.

45.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

45.3 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Program Managers for the purpose of endeavoring to resolve such dispute.

45.4 In the event that the Program Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to COUNTY's Regional Administrator for further consideration and discussion to attempt to resolve the dispute.

- 45.5 In the event that CONTRACTOR and COUNTY's Regional Administrator are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to the Director of DCFS for further consideration and discussion to attempt to resolve the dispute.
- 45.6 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 45.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).
- 45.7 Notwithstanding any other provision of this Agreement, COUNTY's right to terminate this Agreement pursuant to Section 24.0, Termination for Contractor's Default, Section 26.0, Termination for Convenience, or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Section 40.0, Proprietary Rights and Section 32.0, Confidentiality, shall not be subject to this Section 45.0, Dispute Resolution Procedure.

46.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Agreement 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 N, Jury Services Program, and incorporated by reference into and made a part of this Agreement.

46.1 Written Employee Jury Service Policy

- 46.1.1 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 (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.

46.1.2 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 \$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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

46.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when this Agreement 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 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 Agreement 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.

46.1.4 CONTRACTOR's violation of this Section 46.0 of this Agreement may constitute a material breach of this

Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

47.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The 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 M of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

48.0 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.

49.0 INTERPRETATION OF CONTRACT

49.1 Validity

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

49.2 Governing Laws, Jurisdiction and Venue

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

49.3 Table of Contents, Pagination, Captions, Section Headings, and Page Numbers

This Agreement contains a Table of Contents with pagination. In addition, each paragraph and certain subparagraphs of this Agreement have been supplied with captions. Also, each page, including exhibits, contain page numbers. The Table of Contents with pagination, captions and page numbers serve only as guides to the contents and do not control the meaning of any paragraph or subparagraph or in any way determine this Agreement's interpretation or meaning.

49.4 Waiver

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

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

EMERGENCY SHELTER CARE

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
David Sanders, Ph D., Director
Department of Children and
Family Services

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

By _____
Deputy County Counsel

EMERGENCY SHELTER CARE SERVICES

STATEMENT OF WORK

1.0 PREAMBLE

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

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

These shared values are encompassed in the County Strategic Plan, which includes the following five goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. 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 the 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.

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 the results of the services are: is anyone better off?

The COUNTY's 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 INTRODUCTION

Emergency Shelter Care (ESC) services are temporary placements of children (0-12 years), youth (13-17 years), sibling groups, or teen mothers and their infants, who have been taken into protective custody because they have been reported to either law enforcement or DCFS as being subjected to, or being in danger of, emotional and/or physical neglect, abuse, or exploitation.

3.0 COUNTY'S GENERAL RESPONSIBILITIES

- 3.1 COUNTY shall determine the eligibility of children for ESC services and may unilaterally place with CONTRACTOR children who COUNTY has determined to be in need of such services.
- 3.2 COUNTY shall have sole authority and discretion in determining which children will be placed in or removed from CONTRACTOR's home.
- 3.3 COUNTY shall not make any placements that are in excess of the CONTRACTOR's licensed capacity.
- 3.4 COUNTY shall not place children in CONTRACTOR's home if one or more of the following conditions exist:
 - 3.4.1 CONTRACTOR's home is on Investigative Hold, Do Not Refer, or Do Not Use status.
 - 3.4.2 CONTRACTOR appropriate documentation (placement packets issued to foster parent by DCFS Command Post) at the time of placement of a child.
 - 3.4.3 CONTRACTOR is on leave of absence.
- 3.5 A CSW may contact CONTRACTOR regarding a child placed in its home to discuss long term placement.

3.6 Notwithstanding any other provision of this Agreement, the parties acknowledge that the COUNTY reserves the right to remove any or all children from CONTRACTOR’s home at any time. COUNTY shall, if possible, provide advance notice of such removal.

4.0 OVERVIEW

CONTRACTOR shall make available, on a 24-hours, 7-days a week basis, the number of beds in the Emergency Shelter Care Services Capacity Agreement (Exhibit C-4/Form 4)

CONTRACTOR obtains a monthly payment for 24-hours, 7-days availability of beds. CONTRACTOR is compensated at set rates based on specific bed categories/ age groups, as follows:

| <u>Category/Age Group</u> | <u>Monthly Rate Per Bed</u> |
|--|-----------------------------|
| Children Age 0-12 | \$300 |
| Youth Age 13-17 | \$400 |
| Sibling Group Age 0-17 (4-bed minimum) | \$400 |
| Teenage Mother And Her Infant (1 adult bed and 1 crib) | \$600 |

CONTRACTOR shall ensure a safe environment for ESC children placed in its care. Specifically, CONTRACTOR shall provide all deliverables and tasks described in this Agreement and on the following chart (Section 6.0, Deliverable, Outcome, Task, and Monitoring Method), which also identifies the intended outcomes and Monitoring Methods. In addition, CONTRACTOR shall meet or exceed the performance targets described in Section 5.0 Performance Measure Summary Child Safety. Throughout the term of this Agreement, DCFS will monitor CONTRACTOR’s performance. Any failure by CONTRACTOR to comply with the terms of this Agreement, including but not limited to the tasks described on the following chart (Section 6.0, Deliverable, Outcome, Task, and Monitoring Method), or any failure by CONTRACTOR to meet the performance targets described in Section 5.0 Performance Measure Summary Child Safety may result in COUNTY’s termination of the whole or any part of this Agreement, and/or in placement of CONTRACTOR on “Investigative Hold,” “Do Not Refer,” or “Do Not Use” status.

**5.0 PERFORMANCE MEASURE SUMMARY
CHILD SAFETY AND WELL-BEING**

PROGRAM: EMERGENCY SHELTER CARE

Proposed contract period is from April 1, 2004 to March 31, 2005, with two one-year options to renew.

PROGRAM TARGET GROUP: Children in Emergency Shelter Care

PROGRAM GOAL AND OUTCOME:

Child Safety and Well-Being – Children shall improve the level of functioning in the areas of education/emancipation preparation, health, behavior, social and emotional well-being.

| OUTCOME INDICATORS | METHOD OF DATA COLLECTION | PERFORMANCE TARGETS |
|---|--|---|
| CONTRACTOR responsiveness to calls made for placement | Reports from Command Posts and/or other DCFS personnel Telephone calls by Program Manager | 90% of all calls made by DCFS to CONTRACTOR regarding placement of a child shall be returned by CONTRACTOR within 30 minutes of when the DCFS call was placed |
| CONTRACTOR ability to place children in open beds | Reports from Command Posts and/or other DCFS personnel Telephone calls by Program Manager | 90% of all calls made by DCFS to CONTRACTOR regarding placement of a child shall result in placement of the child in an open bed held by CONTRACTOR |
| CONTRACTOR submission of Requests for Time-Off 30-days in advance | Monitor request forms submitted by CONTRACTOR | 100% of all requests for time-off made by CONTRACTOR shall be submitted at least 30-days in advance |

6.0 DELIVERABLE, OUTCOME, TASK, AND MONITORING METHOD

| # | DELIVERABLE | OUTCOME | TASK | MONITORING METHOD |
|------------|--|---|---|--|
| 1.0 | ENSURING CHILDREN'S RIGHTS, AND PROVIDING SUPERVISION TO CHILDREN | | | |
| 1.1 | Ensure children's rights | Child safety and welfare | CONTRACTOR shall observe the regulations of the Foster Youth Bill of Rights (Exhibit B) to ensure child safety, the safety of others and the CONTRACTOR's role as a foster parent. | Program Manager monitors complaints pertaining to violations of the Foster Youth Bill of Rights. |
| 1.2 | Allow CSWs to contact children | Social and emotional well-being of children | CONTRACTOR shall not interfere with contact between the CSW, and the placed child, regarding any matters, including, but not limited to, child's well-being and possible long-term placement of the child currently placed in CONTRACTOR's home. | Program Manager monitors related complaints from CSWs. |
| 1.3 | Provide supervision of children in placement | Child safety and well-being | CONTRACTOR or ESC alternate shall supervise children placed in home at all times. CONTRACTOR or ESC alternate shall ensure that no children are left unattended. | Program Manager monitors through site visits and complaints. |
| 2.0 | OBTAINING, AND MAINTAINING REQUIRED DOCUMENTATION/ SUBMITTING TO, AND PASSING NECESSARY EVALUATIONS | | | |
| 2.1 | Possess and maintain foster family home State license | Child safety | CONTRACTOR shall have and maintain a valid foster family home license, issued by the California Department of Social Services (CDSS), Community Care Licensing Division (CCL), and shall conform to all applicable licensing regulations and foster care standards established by CDSS, CCL and DCFS during the term of this Agreement. | Program Manager reviews copy of the foster family home license. |
| 2.2 | Possess one year experience as licensed foster parent | Child safety | CONTRACTOR shall have at least one year of active experience as a licensed foster parent. | Program Manager verifies the CONTRACTOR's child placement history on CWS/CMS and cross-reference with CCL. |
| 2.3 | Be in good standing | Child safety | CONTRACTOR's status, either with the State of California, CCL Division, or DCFS shall not be on "Do Not Refer," "Do Not Use," or "Investigative Hold". | Program Manager performs a comprehensive background check of the licensing status and cross-references check with CCL. |

EXHIBIT A

| # | DELIVERABLE | OUTCOME | TASK | MONITORING METHOD |
|------------|--|-------------------------|---|---|
| 2.4 | Provide proof of automobile insurance/driver's license | Child safety | CONTRACTOR must provide evidence of current automobile insurance and a copy of the driver's license for all licensed drivers residing in their home, or who will provide transportation to children placed in their residence. | Program Manager reviews copy of the current automobile insurance policy(ies) and drivers' licenses. |
| 2.5 | Provide proof of homeowner's/renter's liability insurance | Child safety | CONTRACTOR shall provide evidence of current homeowners/renters liability insurance and maintain such insurance throughout the term of Agreement. | Program Manager reviews copy of the current homeowner/renter liability insurance policy. |
| 2.6 | Certify Medically Fragile (F Rate) children are not/will not be placed in house | Child safety | CONTRACTOR shall certify that he/she will not house Medically Fragile (F Rate) children. | Program Manager monitors through site visits. |
| 2.7 | Certify the non-operation of a child daycare program exceeding a total of six (6) children, which includes foster children, in the residence | Child safety | CONTRACTOR shall certify that he/she will not operate a child daycare program exceeding a total of six (6) children, which includes foster children in his/her residence. | Program Manager monitors through site visits. |
| 2.8 | Submit to, and pass, home-visit evaluation | Child Safety | CONTRACTOR shall submit to, and pass, a home-visit evaluation prior to placement of any children. | Program Manager monitors through site visits. |
| 3.0 | ENSURING MEDICAL AND DENTAL NEEDS | | | |
| 3.1 | Provide routine health care services | Child health well-being | CONTRACTOR shall provide placed children routine health care services, pre-scheduled or not. CONTRACTOR shall obtain such services from a Medi-Cal provider or from any COUNTY medical facility, and shall transport the children to any and all medical and/or dental appointments. | Program Manager monitors through telephone calls, complaints, site visits, and reports to ensure medical attention is provided. |
| 3.2 | Follow medical emergency procedures | Child health well-being | In case of medical emergencies, CONTRACTOR shall immediately obtain proper medical treatment for a child in need of such services through a Medi-Cal provider or from any COUNTY medical facility. CONTRACTOR may also utilize any other medical facility for such emergency medical treatment. | Program Manager monitors through telephones calls and reports. |
| 3.3 | Notify COUNTY when a placed child receives medical emergency attention | Child health well-being | CONTRACTOR shall notify (within 4 hours of emergency treatment) all the following COUNTY personnel regarding a placed child who received medical emergency attention: (a) Notify child's CSW between the hours of 8:00 a.m. and 5:00 p.m.; (b) Notify the Child Abuse Hotline (1-800-540-4000) between the hours of 5:00 p.m. and 8:00 a.m., or on weekends and holidays; (c) Notify the Program Manager at (323) 881-1332 between the hours of 8:00a.m. and 5:00 | Program Manager monitors through telephone calls and reports. |

| # | DELIVERABLE | OUTCOME | TASK | MONITORING METHOD |
|------------|---|-----------------------------|---|---|
| | | | p.m., Monday through Friday, leaving a message on the voicemail system if unable to reach a person, and (d) Notify State of California CCL Regional Office assigned to CONTRACTOR when licensed. | |
| 4.0 | ACCEPTING ESC CHILDREN PLACEMENTS | | | |
| 4.1 | Maintain the beds stated in the Capacity Agreement | Child Safety | CONTRACTOR shall make available on a 24 hours, seven days a week basis the number of beds in the Emergency Shelter Care Services Capacity Agreement (Exhibit C-4/Form 4). The number of available beds for placements shall at no time exceed CONTRACTOR's licensed capacity approved by DCFS. | Program Manager monitors through site visits. |
| 4.2 | Accept referred placements | Child safety | CONTRACTOR shall accept all referred placements from COUNTY and shall not refuse any such placements unless exceptional conditions apply. | Program Manager monitors through site visits and complaints. |
| 4.3 | Identify exceptional conditions that might hinder acceptance | Child safety | Exceptional conditions could be: (a) Placement in CONTRACTOR's home environment would endanger the child; (b) CONTRACTOR's home is on an approved "Do Not Refer," "Do Not Use," or "Investigative Hold;" (c) The beds in CONTRACTOR's home are occupied with prior ESC placements; (d) CONTRACTOR is not presented with appropriate documentation (placement packets) at the time of placement of a child; (e) CONTRACTOR is on leave of absence; (f) CONTRACTOR's Agreement has been terminated. CONTRACTOR shall not refuse placements for reasons other than those which are stated in Deliverable #4.3. | Program Manager monitors all complaint forms generated by Emergency Response Command Post (ERCP) and/or Resource Utilization Management Unit (RUM). |
| 5.0 | PLACEMENT AND REMOVAL OF CHILDREN | | | |
| 5.1 | Respond to calls made for placement | Child safety and well-being | 90% of all calls made by DCFS to CONTRACTOR regarding placement of a child shall be returned by CONTRACTOR within 30 minutes of when the DCFS call was placed. | Program Manager monitors reports from Command Posts and/or other DCFS personnel, and by periodic telephone calls. |
| 5.2 | Monitor children's length of stay/Notify COUNTY on 10 th day of child's continuous placement | Child safety | COUNTY's preference is to limit the length of stay of an eligible child placement in CONTRACTOR's home to less than 14 days; however, due to court proceedings and other scheduling factors, the COUNTY may extend the length of stay of a child beyond the 14-day limit. In such circumstances CONTRACTOR shall accept placement beyond the 14-day limit. CONTRACTOR shall notify | Program Manager monitors notifications by CONTRACTOR. |

| # | DELIVERABLE | OUTCOME | TASK | MONITORING METHOD |
|------------|---|-----------------------------|--|--|
| | | | COUNTY on the 10th day of any child’s continuous placement. | |
| 5.3 | Be aware of COUNTY’s authority and discretion in children’s placement and removal | Child safety | COUNTY shall have sole authority and discretion in determining placement and removal. CONTRACTOR shall recognize that the COUNTY reserves the right to remove any or all children in or from CONTRACTOR’s home at any time. COUNTY shall, if possible, provide advance notice of such removal. | Program Manager monitors placements. |
| 6.0 | REPORTING PROCEDURES | | | |
| 6.1 | Report changes in licensed capacity | Child safety | CONTRACTOR shall immediately report to COUNTY any change in licensed capacity within twenty-four (24) hours of such changes. | Program Manager monitors through site visits and reports. |
| 6.2 | Report number of vacant and/or occupied beds | Child safety | CONTRACTOR shall notify the Program Manager the moment beds become vacant or occupied. Any available bed within the Agreement capacity, not occupied by an ESC child, is considered to be vacant. Failure to report vacancies is a violation of this Agreement and is subject to remedial action, including, but not limited to termination of this Agreement. | Program Manager cross-references all reported information with the daily contract home profile report. |
| 6.3 | Report to Program Manager discussion with CSW regarding a child’s stay beyond 14-day limit. | Child safety | CONTRACTOR shall immediately (i.e. the same day) report to Program Manager any discussion between CONTRACTOR and CSW regarding possible extension of a child’s stay beyond the 14-day limit. | Program Manager monitors reports of CONTRACTOR. |
| 6.4 | Report unavailability of residence | Child safety | CONTRACTOR shall notify Program Manager/CSW within 24 hours when beds are unavailable for reasons, which include, but are not limited to, foreclosure, fire, disaster, civil unrest, or loss of State License. | Program Manager monitors notifications of unavailability. |
| 7.0 | COMMUNICATIONS | | | |
| 7.1 | Ensure adequate responsiveness to calls made for placement | Child safety and Well-being | CONTRACTOR shall be responsive to DCFS, by responding within 30 minutes to any calls made for placements | Program Manager monitors through complaints and periodic telephone calls. |
| 7.2 | Ensure adequate telephone services | Child safety | CONTRACTOR shall maintain direct communications with Program Manager/CSW with adequate telephone services. CONTRACTOR shall at all times have a telephone in working order and maintain a back-up telephone number or alternate means of communication. | Program Manager monitors through periodic telephone calls. |
| 7.3 | Report phone failure and phone number changes | Child safety | CONTRACTOR shall notify Program Manager of any failure or non-service of his/her telephone, or change in telephone number within 24 hours. | Program Manager monitors through periodic telephone calls. |

| # | DELIVERABLE | OUTCOME | TASK | MONITORING METHOD |
|--|--|--------------|--|---|
| 7.4 | Maintain frequent contact with Program Manager/CSW | Child safety | CONTRACTOR shall maintain frequent communication with the Program Manager/CSW, including but not limited to, telephone communication, and meetings, as specified herein and as required by the COUNTY. | Program Manager monitors communications with CONTRACTOR. |
| 7.5 | Maintain a back-up telephone number | Child safety | CONTRACTOR shall maintain a back-up telephone number or alternate means of communication. | Program Manager Monitors through periodic telephone calls. |
| 8.0 CONTRACTOR'S LEAVE OF ABSENCE | | | | |
| 8.1 | Submit Requests for Time-Off | Child safety | CONTRACTOR is entitled to a leave of absence without compensation. A Request for Time Off, Exhibit H, shall be completed for vacation, time off and/or any other reasons. CONTRACTOR shall notify Program Manager in writing at least 30 days prior to requested starting date of a leave of absence. A Leave of absence shall be taken in increments of not less than seven days each. CONTRACTOR shall not be entitled to payment for any leaves of absence. | Program Manager monitors request forms submitted by CONTRACTOR. |
| 8.2 | Follow rule for Termination of ESC Agreement | Child safety | CONTRACTOR shall notify Program Manager in writing at least 30 days prior to requested starting date of a leave of absence. A Leave of absence shall be taken in increments of not less than seven days each. CONTRACTOR shall not be entitled to payment for any leaves of absence. CONTRACTOR shall notify Program Manager in writing at least 30 days prior to a request to terminate this Agreement (using Exhibit I.) Failure to do so shall constitute a breach of contract. | Program Manager monitors forms submitted by CONTRACTOR. |

FOSTER YOUTH BILL OF RIGHTS

The California Youth Connection, a statewide organization of youth in the foster care system, has written the "Foster Youth Bill of Rights". It is an objective of foster care to ensure that the personal rights of individuals who are in out-of-home care are protected subject to limitations inherent in the foster caregiver's responsibility to ensure resident safety, safety of others and foster caregiver's role as parent as described in the case plan/case plan update, court order and treatment plan. Any restrictions on the rights of each individual child must be approved by COUNTY Program Director on a case-by-case basis. These rights, include the following:

I. The right to be treated with respect.

1. The facility shall ensure that the resident and his/her authorized representative(s) are offered the opportunity to participate in the development of the needs and service plan. 84068.2(d)
2. Facilities shall ensure that privacy rights of residents are respected. Individual privacy shall be provided in all toilet, bath, shower, and dressing areas. 84088(b)(4)
3. Staff shall treat residents with respect and shall be prohibited from humiliating, intimidating, ridiculing, coercing or threatening residents. 80072 (a)(3)
4. Access to bathrooms shall not be unreasonably limited during waking or sleeping hours.
5. Residents shall have the right to be free to attend religious services and activities of their choice. Attendance at religious services, in or out of the facility, shall be on a completely voluntary basis. 80072 (a)(5)(A)
6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072 (b)(5)

II. The right to adequate living conditions.

1. The home must meet licensing standards.
2. Residents shall have the right to privacy in their own rooms and shall not be prohibited from closing the doors to their rooms absent specific concerns for the safety of the resident.

3. Residents shall be allowed to possess and use their own toilet articles. 84072(b)(7)
4. Residents shall have access to individual storage space for their private use. 84072(b)(10)
5. Residents shall possess and use their own personal items unless prohibited as part of a discipline program. 84072(b)(9)
6. Residents shall be provided with adequate food pursuant to 80076, including between meal nourishment or snacks. 80076(a)(4)
7. Residents who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.
8. Residents shall not be required to perform chores which are beyond the scope of expectations as outlined in the house rules or discipline information reviewed at placement by COUNTY worker and resident except on a voluntary basis and for compensation.

III. The right to adequate voluntary medical, dental and psychiatric care.

1. Non-medical staff shall not make medical decisions about the severity of an illness or injury or screen resident requests for medical attention without consultation with a physician, a nurse or a trained health practitioner.
2. Psychotropic medications shall not be administered without parental consent, court order or compliance with court policy for administration of psychotropic medications.
3. Facility staff shall respect the confidentiality of residents' medical or psychiatric treatment. Information about this treatment shall not be generally available to staff.
4. Residents have the right to a second opinion if requested before being required to undergo intrusive medical, dental or psychiatric procedures provided there is a resource for payment such as private insurance coverage for the resident Medi-Cal authorization, etc.
5. Residents have the right to contact their COUNTY social worker regarding receiving or rejecting medical care or health related services. 80072(a)(9)

IV. The right to fair treatment in administering rewards and punishments.

1. Facilities shall develop, maintain and implement written facility discipline policies and procedures meeting the requirements specified below:

Staff, residents and authorized representatives shall receive copies of such policies and procedures and copies of such policies and procedures shall be maintained in the resident's record.

Any form of discipline which violates a resident's personal rights as specified in Sections 80072 and 84072 shall be prohibited. 84072.1(a)(b).

New resident should not always/automatically start on the lowest level of the incentives system. Level assignment and privileges shall be consistent with the case plan/case plan update/court order(s).

They should not be punished for being new and/or being moved.

2. Residents shall have a right to appeal disciplinary actions that result in a loss of privileges. This appeal includes a right to notice of an alleged infraction and the intended punishment, as well as a decision by a third party using the grievance procedure as described by the foster caregiver in the orientation to placement.
3. Residents have a right to file a complaint with the facility as specified in Section 84072(b)(11).

V. The right to contact with family members, COUNTY social workers, attorneys, Court Appointed Special Advocates and other designated adult supporters.

1. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the residents needs and service plan; are not prohibited as a form of discipline; do not infringe upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the residents authorized representative(s). 54072(b)(1)
2. Calls to the resident's authorized representative or placement agency or family members included in the service plan shall not be prohibited as a form of discipline. B4072(b)(1)(c)
3. Residents shall send and receive unopened correspondence, including court reports, unless prohibited by court order or by resident's authorized representative(s) B4072 b 12
4. The facility will promptly and completely answer communications to the facility from resident's relatives and/or authorized representative(s). B4072(a)(4)
5. Level systems shall not restrict personal rights as defined in Title 22, Section 84072. These include the right to approved visitors; telephone calls to parents or relatives included in the case plan, COUNTY social workers, Court Appointed Special Advocates or attorneys; access to correspondence; and access to medical care.

VI. The right to education and community involvement.

1. Residents shall have the right to attend public school unless otherwise specified in their case plan.
2. Residents shall have the right to participate in extracurricular activities in accordance with the case plan. The facility shall provide transportation necessary to participate in these activities to the extent possible and agreed upon. The facility shall make it possible for residents to attend church and community activities. 84079(a-c)

VII. The right to work and develop job skills.

1. Residents shall be allowed to participate in education, employment and ILP services. Access to these services shall not be withheld. Transportation arrangements for residents who do not have independent arrangements shall be made. B0022(b)(10).
2. The facility shall assist each youth age 14 or over to develop vocational skills and obtain documents necessary for employment. This may also include providing assistance in job training.
3. The facility shall support each youth who so desires in obtaining and maintaining employment by providing transportation, assisting in purchasing uniforms and providing other forms of support to the extent possible and agreed upon.

VIII. The right to social contacts.

1. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the residents needs and services plan; do not infringe upon the rights of other residents, do not disrupt plan activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)
2. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not permitted as a form of discipline; do not infringe upon the rights other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative's. 84072(b)(11)
3. Residents shall send and receive unopened correspondence unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)

IX. The right to adequate clothing.

1. Residents shall possess their own clothes. 8.4072(b)(6)

X. The right to a reasonable allowance.

1. Residents shall be provided an allowance no less frequently than once per month unless regulatory exception criteria are met. 84077(a)(2)
2. Residents shall possess and use their own cash resources except as specified in Section 84026. 64072(b)(8)
3. Residents' allowances may not be withheld unless regulatory criteria are met. Any amount of a resident's allowances that is withheld as a form of discipline must meet the requirements of 84026(a-c), including the requirements that the fines shall be used for the benefit of the individual resident or all residents in placement separate accounting, etc. The circumstances under which fines are to be imposed shall be specified in writing. Allowances may not be withheld because a resident is working. 84026(a-c)
4. Residents' cash resources, including allowances, shall not be use for any basic services specified in the regulations such as toilet articles or basic clothing needs.80026(f).

EMERGENCY SHELTER CARE BED RATES

County shall pay the monthly rate listed below for each type of bed that CONTRACTOR has contracted for as specified in Exhibit C-4/Form 4, Emergency Shelter Care Services Capacity Agreement.

| Category/ Age Group | Monthly Rate Per Bed |
|--|---------------------------------|
| Children Ages 0-12: | \$300 |
| Youth Ages 13-17: | \$400 |
| Sibling Group Placements Ages 0-17: (4-bed minimum) | \$400 |
| Teen Mom (under 18 years) and her Infant: (rate includes a bed for the mother and a separate crib for the infant) | \$600 |

BUDGET

NAME OF FOSTER FAMILY HOME: _____

SERVICE CATEGORY: EMERGENCY SHELTER CARE

This budget shall contain CONTRACTOR's proposed monthly expenses to provide Emergency Shelter Care services based on the number of available ESC beds, and the category of these available beds that CONTRACTOR has entered into agreement with COUNTY.

| | AMOUNT |
|--|--------|
| INCOME: | |
| Total Monthly Income: | _____ |
| EXPENSES: | |
| Automobile Insurance: | _____ |
| Homeowners/Renters Liability Insurance: | _____ |
| Mortgage/Rent: | _____ |
| Telephone/Communication: | _____ |
| Utility: | _____ |
| Food: | _____ |
| One-days clothing: | _____ |
| Laundry items for ESC beds: | _____ |
| Linen for ESC beds: | _____ |
| Other items for availability of ESC beds: | _____ |
| List: _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Total Monthly Expenses: | _____ |
| Income Over Expenses: | ===== |
| | _____ |

CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

(PRINT NAME OF FOSTER FAMILY HOME)

(hereinafter referred to as "CONTRACTOR") has entered into a contract with the County of Los Angeles Department of Children and Family Services (hereinafter referred to as "COUNTY") to provide emergency shelter care services. CONTRACTOR, or alternate, is required to protect the confidentiality of all COUNTY records.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this Contract.

CONFIDENTIALITY AGREEMENT

As an emergency shelter care provider, CONTRACTOR, or alternate, may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY. The COUNTY has the legal obligation to protect all confidential data, especially data concerning welfare recipient records and must ensure that CONTRACTOR, or alternate, will protect the confidentiality of all such data. Consequently, CONTRACTOR and alternate must sign this confidentiality agreement as a condition of its agreement with the COUNTY. CONTRACTOR, or alternate, should read this confidentiality agreement and take due time to consider it prior to signing.

I, _____, [] foster parent [] alternate caregiver,
(NAME OF FOSTER PARENT OR ALTERNATE) (CHECK ONE)
hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant my contract with the COUNTY.

I agree to immediately forward all requests for the release of information received by me to the COUNTY Emergency Shelter Care Unit.

I agree to report any and all violations of the above by any other person and/or myself to COUNTY Emergency Shelter Care Unit.

I acknowledge that violation of this confidentiality agreement may subject me to civil and/or criminal action and that the COUNTY will seek all possible legal redress.

Foster Parent's or Alternate's Signature: _____

Print Foster Parent's or Alternate's Name: _____

Date: _____

**EMERGENCY SHELTER CARE SERVICES
CAPACITY AGREEMENT**

Contractor's Name: _____

Contractor's License Number: _____

Contractor's Vendor Number: _____

Licensed Capacity (Number of Beds): _____

DCFS Approved Capacity (Number of Beds): _____ Date Approved: _____
(mm/dd/yr)

Address: _____

City, State and Zip Code: _____

Telephone Number(s): _____ () _____

Back-up/ alternate Telephone Number(s): _____ () _____

EMERGENCY SHELTER CARE CAPACITY:

CONTRACTOR Agrees to provide Emergency Shelter Care Capacity as follows:
(The maximum total number of beds any one contractor can provide is six)

Number of Beds _____ for Children, ages 0-12; Male _____ Female _____

Number of Beds _____ for Youth, ages 13-17; Male _____ Female _____

Number of Beds _____ for Teen moms

Number of Beds _____ for Teen moms' infant children
(a separate crib is required for each infant)

Number of Beds _____ for sibling groups, ages 0-17; Male _____ Female _____
(a minimum of 4 beds must be available for sibling groups with a maximum of 2 children per bedroom)

Signature _____

Date _____

INVOICE **EXHIBIT D**
 COUNTY OF LOS ANGELES, DEPARTMENT OF CHILDREN AND FAMILY SERVICES
 EMERGENCY SHELTER CARE CONTRACT HOME

TO:

EMERGENCY SHELTER CARE COORDINATOR
 DEPARTMENT OF CHILDREN AND FAMILY SERVICES
 OUT OF HOME CARE PROGRAMS
 2525 CORPORATE PLACE
 MONTEREY PARK, CA 91754

 Name (Please Print)

 Street Address

 City Zip

A. I certify that I provide a total of _____ bed(s)

 License Number

 Social Security Number

B. I certify that for the month of _____, 200__ these beds were available as follows:

| Bed Spaces | Age Group (Child/Youth/Teen Mom/ Sibling Group) | Monthly Rate | Daily Rate | Days Available | Amount |
|-----------------|---|-----------------|---------------|-------------------|------------|
| 1. | _____ | \$ _____ | \$ _____ | X _____ | = \$ _____ |
| 2. | _____ | \$ _____ | \$ _____ | X _____ | = \$ _____ |
| 3. | _____ | \$ _____ | \$ _____ | X _____ | = \$ _____ |
| 4. | _____ | \$ _____ | \$ _____ | X _____ | = \$ _____ |
| 5. | _____ | \$ _____ | \$ _____ | X _____ | = \$ _____ |
| 6. | _____ | \$ _____ | \$ _____ | X _____ | = \$ _____ |
| Total \$ | | | | | _____ |

C. I certify that the amount totaled above is for the after hours bed availability in my home in the month as stipulated in Section B.

 Signature of Contractor Date

D. I agree that the total amount in Section B is due this Contractor for Emergency Shelter Care.

 Sonia Vazquez-Gomez, Program Manager Date
 Emergency Shelter Care

 Ed Sosa, Division Chief Date
 Out of Home Care Programs Division

EMERGENCY SHELTER CARE REPORTING PROCEDURE

| TO REPORT | HOURS | DAYS | PHONE NUMBER | CONTACT |
|---|--|---|---|--|
| PLACEMENTS AND VACANCIES | 24 HOURS | Sun.-Mon. | (626) 455-4612 | Shelter Care Staff |
| RUNAWAYS | 24 HOURS 24 HOURS 8:00 a.m.- 5:00p.m. | Any Day Any Day Mon.-Fri. | Your Local Police Dept. (800) 540-4000 Regional Office | Police Personnel Hot Line Social Worker |
| EMERGENCIES | After Hours and Weekends | Evenings Nights Weekends and Holidays | (800) 540-4000 | Hot Line |
| Stop Budget (Call for every minor that leaves your home) | 8:00 a.m.-5:00 p.m. | Monday Thru Friday | (800) 697-4444 | Operator |

EMERGENCY SHELTER CARE STAFF

Sonia Vazquez-Gomez, Program Manager.....(323) 881-1332

PLACEMENT TERMINATION OF FOSTER CHILD

Instructions: Complete this form in duplicate, give original to Foster Caregiver at time of removal, and retain copy in service case.

Caregiver and Placement Information

Caregiver Name

Placement Street Address

City/State/Zip

Removal and Payment Information

Date of Removal

Payment Stop Date

Signatures

Children's Social Worker

Date

Supervising Children's Social Worker

Date

Foster Caregiver

Date

COMMAND POST CONTACT NUMBERS

| | |
|--|--|
| Regional Administrator.....(213) 639-4796 | Monday-Thursday 9:00 a.m. - 6:30 p.m. |
| Assistant Regional Administrator.....(213) 639-4494 | Sunday-Wednesday 2:00 p.m. - 12:30 a.m. |
| Assistant Regional Administrator.....(213) 639-4492 | Wednesday-Saturday 2:00 p.m. – 12:30 a.m. |
| Supervisors..... (213) 639-4500 | All Week |
| Technical Assistant.....(213) 639-4488 (213) 639-4489 | All Week All Week |

**REVENUE ENHANCEMENT
Payment Hot-Line (800) 697-4444**

REQUEST FOR TIME OFF

Date: _____

To: Program Manager
Emergency Shelter Care Program

From: _____
Foster Parent (Please print name)

This is my 30 day advance notice of time off as I will be:

- On Vacation
- Off Call (Time off)
- Other: _____

I understand that all leaves of absence (without compensation) must be taken in weekly increments of not less than seven (7) days each.

My time off will begin on _____ and will end on _____.
Day of Week Date Day of Week Date

I will be ready to resume accepting minors in my home on a continuous 24 hour basis on

_____.
Day of Week Date

Foster Parents Signature

Date

License Number

TERMINATION OF EMERGENCY SHELTER CARE CONTRACT

Date: _____

To: Program Manager
Emergency Shelter Care Program

From: _____
Foster Parent (Please print name)

This is my thirty (30) day advance notice of terminating my contract with the Emergency Shelter Care Program. Such termination shall be effective thirty (30) days from the date of postmark, or date on which this Notice of Termination is personally delivered to COUNTY pursuant to Section 11.0, Notices, of this Agreement.

I understand that I shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by me after termination of this contract.

I understand that I would be responsible for the accuracy of final invoices submitted to COUNTY. Any overpayment received by me shall be returned to COUNTY within thirty (30) days of receiving notification of such overpayment from the COUNTY.

Foster Parents Signature

Date

License Number

ENTER CONTROL LOG

FOSTER PARENT: _____

LICENSE NUMBER: _____

MONTH: _____, 200

I did not receive any placement this month

I certify that for the month of _____, 200, the ESC bed utilization was as follows:

| Name of Minor | DOB | Bed Category | Case Number | Placement Date | Exit Date * | Total Days in ESC in the Month | Children's Social Worker |
|---------------|-----|--------------|-------------|----------------|-------------|--------------------------------|--------------------------|
| | | | | | | | |
| | | | | | | | |
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| | | | | | | | |
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| | | | | | | | |

Note: *If child is still in the ESC, enter "N/A"

Department of the Treasury
Internal Revenue Service
Notice 1015

EXHIBIT K

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers. **A change to note.** Workers **cannot** claim the EIC if their 2000 investment income (such as interest and dividends) is over \$2,400.

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 2000 are less than \$31,152 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:
s The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
e 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.

9 **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).

9 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 7, 2001.

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

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

The 2000 instructions for Forms 1040, 1040A, and 1040EZ, and **Pub. 596**, Earned Income Credit, explain who can claim the EIC. Generally, any employee who meets the following requirements may be able to claim the EIC for 2000.

Note: An employee **cannot** claim the EIC if he or she files *Form 2555* or *Form 2555-EZ* (relating to foreign earned income). Also, an employee who is a nonresident alien for any part of 2000 cannot claim the EIC unless he or she is married to a U.S. citizen or resident and elects to be taxed as a resident alien for all of 2000.

The employee's 2000 earned income and modified adjusted gross income are both under \$27,413 (under \$31,152 if the employee has more than one qualifying child; under \$10,380 if the employee does not have a qualifying child). **Earned income** for this purpose does not include amounts paid to inmates in penal institutions for their work.

* The employee's filing status is any status **except** married filing a separate return.

* The employee (and the employee's spouse if filing a joint return) is not a qualifying child of another person.

* For an employee without a qualifying child, the employee is at least age 25 but under 65 at the end of 2000. Also, no one may be entitled to claim the employee as a dependent and the employee's home must be in the United States for over half of 2000. If the employee is married filing a joint return, other rules apply.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2000 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 2000 and owes no tax but is eligible for a credit of \$797, he or she must file a 2000 tax return to get the \$797 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 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, Employer's Tax Guide.

(Rev. October 2000)

Notice 1015
(Rev. 10-2000)

RESERVED FOR FUTURE USE

No shame. No blame. No names.

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



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



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

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

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

Sin pena. Sin culpa. Sin peligro.

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



En el Condado de Los Angeles:

**1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



Estado de California
Gray Davis, Gobernador

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

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



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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

“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 days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

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).

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

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

| | | |
|--|---------------|------------------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | | |
| Solicitation For (Type of Goods or Services): | | |

Complete Part I or Part II below, as appropriate.
Part I - Application for Exception From the Program

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

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

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

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

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

OR

Part II - Certification of Compliance

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

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

| | |
|--------------------|---------------|
| Print Name: | Title: |
| Signature: | Date: |

**COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty –two percent of businesses in Los Angeles County have five or fewer employees. Only about 4% of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The Importance of small business to the County...

- In fueling local economic growth
- Providing new jobs
- Creating new local tax revenues
- Offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow...

- As a multibillion dollar purchaser of goods and services
- As a broker of intergovernmental cooperation among numerous local jurisdictions
- By greater outreach in providing information and training
- By simplifying the bid/bid process
- By maintaining selection criteria which are fair to all
- By streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expend opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (LAC/CBE) PROGRAM

| |
|--------------------------------------|
| FIRM/ORGANIZATION INFORMATION |
|--------------------------------------|

INSTRUCTIONS: All proposers/contractors must have this form on file with the Department of Children and Family Services (DCFS) 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, Limited Liability Company, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): **No employees** _____

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 | | | |
| | | | |
| <i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i> | | | |
| | | | |
| | | | |

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 | % | % | % | % | % |
| 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 enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification).

| | | | | | |
|--------------|---|---|---|----|------------------|
| Agency _____ | M | W | D | DV | Expiration Date_ |
| Agency _____ | _ | _ | _ | _ | Expiration Date_ |
| Agency _____ | _ | _ | _ | _ | Expiration Date_ |

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

| |
|--------------------------|
| LAC/CBE SANCTIONS |
|--------------------------|

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, is fully aware of the following policy of the County of Los Angeles.

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 the above, shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three 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.

Name of Firm

Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

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

Date

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

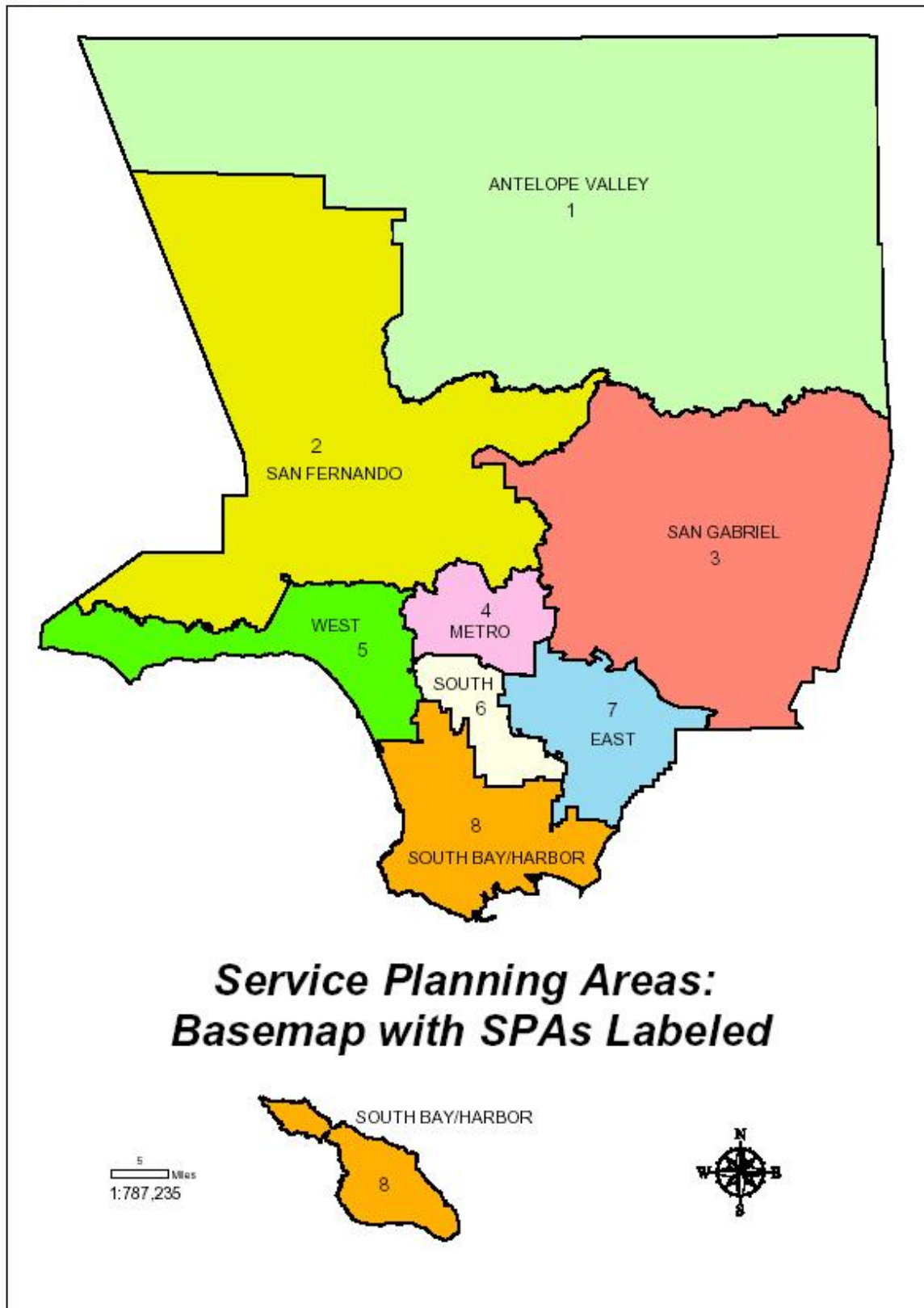
Vendor Name: Shobie Enterprises DBA Seahawk Construction
Principal Owners: Shamir Ahmad Qazi
Debarment Start Date: April 30, 2002 Debarment End Date: April 30, 2005

Vendor Name: Automation Data Solutions
Principal Owners: Renee Setero
Debarment Start Date: March 4, 2003 Debarment End Date: March 3, 2006

Vendor Name: 2X, Inc. a.k.a. LA Internet, Inc.,
2X Access
Internet Business International
(Referred to collectively as "LA Internet")
Principal Owners: Ken Reda
Albert Reda
Louis Cherry
Debarment Start Date: September 9, 2003 Debarment End Date: September 8,
2006



Los Angeles County
Department of Children and Family Services



**Los Angeles County , Zip Codes Boundaries
SERVICE PLANNING AREAS (SPAs)
Correspondence Table
Sorted by Zip Code**

| | ZIP CODE | ZIP SPA | ZIP CITY/AREA |
|----|-----------------|----------------|----------------------|
| 1 | 90001 | 6 | LOS ANGELES |
| 2 | 90002 | 6 | LOS ANGELES |
| 3 | 90003 | 6 | LOS ANGELES |
| 4 | 90004 | 4 | LOS ANGELES |
| 5 | 90005 | 4 | LOS ANGELES |
| 6 | 90006 | 4 | LOS ANGELES |
| 7 | 90007 | 6 | LOS ANGELES |
| 8 | 90008 | 6 | LOS ANGELES |
| 9 | 90010 | 4 | LOS ANGELES |
| 10 | 90011 | 6 | LOS ANGELES |
| 11 | 90012 | 4 | LOS ANGELES |
| 12 | 90013 | 4 | LOS ANGELES |
| 13 | 90014 | 4 | LOS ANGELES |
| 14 | 90015 | 4 | LOS ANGELES |
| 15 | 90016 | 6 | LOS ANGELES |
| 16 | 90017 | 4 | LOS ANGELES |
| 17 | 90018 | 6 | LOS ANGELES |
| 18 | 90019 | 4 | LOS ANGELES |
| 19 | 90020 | 4 | LOS ANGELES |
| 20 | 90021 | 4 | LOS ANGELES |
| 21 | 90022 | 7 | COMMERCE |
| 22 | 90023 | 4 | COMMERCE |
| 23 | 90024 | 5 | LOS ANGELES |
| 24 | 90025 | 5 | LOS ANGELES |
| 25 | 90026 | 4 | LOS ANGELES |
| 26 | 90027 | 4 | LOS ANGELES |
| 27 | 90028 | 4 | WEST HOLLYWOOD |
| 28 | 90029 | 4 | HOLLYWOOD |
| 29 | 90030 | 4 | LOS ANGELES |
| 30 | 90031 | 4 | LOS ANGELES |
| 31 | 90032 | 4 | LOS ANGELES |
| 32 | 90033 | 4 | LOS ANGELES |
| 33 | 90034 | 5 | LOS ANGELES |
| 34 | 90035 | 5 | LOS ANGELES |
| 35 | 90036 | 4 | LOS ANGELES |
| 36 | 90037 | 6 | LOS ANGELES |
| 37 | 90038 | 4 | WEST HOLLYWOOD |
| 38 | 90039 | 4 | LOS ANGELES |
| 39 | 90040 | 7 | COMMERCE |
| 40 | 90041 | 4 | LOS ANGELES |

| | ZIP CODE | ZIP SPA | ZIP CITY/AREA |
|----|-----------------|----------------|----------------------|
| 41 | 90042 | 4 | LOS ANGELES |
| 42 | 90043 | 6 | LOS ANGELES |
| 43 | 90044 | 6 | LOS ANGELES |
| 44 | 90045 | 5 | LOS ANGELES |
| 45 | 90046 | 4 | WEST HOLLYWOOD |
| 46 | 90047 | 6 | LOS ANGELES |
| 47 | 90048 | 4 | WEST HOLLYWOOD |
| 48 | 90049 | 5 | LOS ANGELES |
| 49 | 90056 | 5 | LOS ANGELES |
| 50 | 90057 | 4 | LOS ANGELES |
| 51 | 90058 | 7 | LOS ANGELES |
| 52 | 90059 | 6 | LOS ANGELES |
| 53 | 90060 | 6 | LOS ANGELES |
| 54 | 90061 | 6 | LOS ANGELES |
| 55 | 90062 | 6 | LOS ANGELES |
| 56 | 90063 | 7 | LOS ANGELES |
| 57 | 90064 | 5 | LOS ANGELES |
| 58 | 90065 | 4 | LOS ANGELES |
| 59 | 90066 | 5 | LOS ANGELES |
| 60 | 90067 | 5 | LOS ANGELES |
| 61 | 90068 | 4 | LOS ANGELES |
| 62 | 90069 | 4 | WEST HOLLYWOOD |
| 63 | 90071 | 4 | LOS ANGELES |
| 64 | 90073 | 5 | LOS ANGELES |
| 65 | 90077 | 5 | LOS ANGELES |
| 66 | 90089 | 6 | LOS ANGELES |
| 67 | 90094 | 5 | LA AIRPORT WETLANDS |
| 68 | 90201 | 7 | CUDAHY |
| 69 | 90209 | 5 | BEVERLY HILLS |
| 70 | 90210 | 5 | BEVERLY HILLS |
| 71 | 90212 | 5 | BEVERLY HILLS |
| 72 | 90220 | 6 | COMPTON |
| 73 | 90221 | 6 | COMPTON |
| 74 | 90222 | 6 | COMPTON |
| 75 | 90223 | 6 | COMPTON |
| 76 | 90224 | 6 | COMPTON |
| 77 | 90230 | 5 | CULVER CITY |
| 78 | 90232 | 5 | CULVER CITY |
| 79 | 90240 | 7 | DOWNEY |
| 80 | 90241 | 7 | DOWNEY |

**Los Angeles County , Zip Codes Boundaries
SERVICE PLANNING AREAS (SPAs)
Correspondence Table
Sorted by Zip Code**

| | ZIP CODE | ZIP SPA | ZIP CITY/AREA |
|-----|-----------------|----------------|----------------------|
| 81 | 90242 | 7 | DOWNEY |
| 82 | 90245 | 8 | EL SEGUNDO |
| 83 | 90247 | 8 | GARDENA |
| 84 | 90248 | 8 | GARDENA |
| 85 | 90249 | 8 | GARDENA |
| 86 | 90250 | 8 | HAWTHORNE |
| 87 | 90254 | 8 | HERMOSA BEACH |
| 88 | 90255 | 7 | HUNTINGTON PARK |
| 89 | 90260 | 8 | LAWNDALE |
| 90 | 90261 | 8 | LAWNDALE |
| 91 | 90262 | 6 | LYNWOOD |
| 92 | 90263 | 5 | Malibu |
| 93 | 90265 | 5 | MALIBU |
| 94 | 90266 | 8 | MANHATTAN BEACH |
| 95 | 90270 | 7 | MAYWOOD |
| 96 | 90272 | 5 | PACIFIC PALISADES |
| 97 | 90274 | 8 | RANCHO PALOS VERDES |
| 98 | 90275 | 8 | Rancho Palos Verdes |
| 99 | 90277 | 8 | REDONDO BEACH |
| 100 | 90278 | 8 | REDONDO BEACH |
| 101 | 90280 | 7 | SOUTH GATE |
| 102 | 90290 | 2 | TOPANGA |
| 103 | 90291 | 5 | VENICE |
| 104 | 90292 | 5 | MARINA DEL REY |
| 105 | 90293 | 5 | PLAYA DEL REY |
| 106 | 90301 | 8 | INGLEWOOD |
| 107 | 90302 | 8 | INGLEWOOD |
| 108 | 90303 | 8 | INGLEWOOD |
| 109 | 90304 | 8 | INGLEWOOD |
| 110 | 90305 | 8 | INGLEWOOD |
| 111 | 90307 | 8 | INGLEWOOD |
| 112 | 90309 | 8 | INGLEWOOD |
| 113 | 90310 | 8 | INGLEWOOD |
| 114 | 90401 | 5 | SANTA MONICA |
| 115 | 90402 | 5 | SANTA MONICA |
| 116 | 90403 | 5 | SANTA MONICA |
| 117 | 90404 | 5 | SANTA MONICA |
| 118 | 90405 | 5 | SANTA MONICA |
| 119 | 90406 | 5 | SANTA MONICA |
| 120 | 90410 | 5 | SANTA MONICA |

| | ZIP CODE | ZIP SPA | ZIP CITY/AREA |
|-----|-----------------|----------------|----------------------|
| 121 | 90501 | 8 | TORRANCE |
| 122 | 90502 | 8 | TORRANCE |
| 123 | 90503 | 8 | TORRANCE |
| 124 | 90504 | 8 | TORRANCE |
| 125 | 90505 | 8 | TORRANCE |
| 126 | 90506 | 8 | TORRANCE |
| 127 | 90508 | 8 | TORRANCE |
| 128 | 90509 | 8 | TORRANCE |
| 129 | 90601 | 7 | WHITTIER |
| 130 | 90602 | 7 | WHITTIER |
| 131 | 90603 | 7 | WHITTIER |
| 132 | 90604 | 7 | WHITTIER |
| 133 | 90605 | 7 | WHITTIER |
| 134 | 90606 | 7 | WHITTIER |
| 135 | 90607 | 7 | WHITTIER |
| 136 | 90608 | 7 | WHITTIER |
| 137 | 90610 | 7 | WHITTIER |
| 138 | 90612 | 7 | WHITTIER |
| 139 | 90620 | 7 | BUENA PARK |
| 140 | 90621 | 7 | BUENA PARK |
| 141 | 90623 | 7 | LA PALMA |
| 142 | 90630 | 7 | CYPRESS |
| 143 | 90631 | 7 | LA HABRA HEIGHTS |
| 144 | 90638 | 7 | LA MIRADA |
| 145 | 90639 | 7 | LA MIRADA |
| 146 | 90640 | 7 | MONTEBELLO |
| 147 | 90650 | 7 | NORWALK |
| 148 | 90660 | 7 | PICO RIVERA |
| 149 | 90662 | 7 | PICO RIVERA |
| 150 | 90670 | 7 | SANTA FE SPRINGS |
| 151 | 90701 | 7 | ARTESIA |
| 152 | 90702 | 7 | WHITTIER |
| 153 | 90703 | 7 | CERRITOS |
| 154 | 90704 | 8 | AVALON |
| 155 | 90706 | 7 | BELLFLOWER |
| 156 | 90710 | 8 | HARBOR CITY |
| 157 | 90712 | 7 | LAKESWOOD |
| 158 | 90713 | 7 | LAKESWOOD |
| 159 | 90714 | 7 | LAKESWOOD |
| 160 | 90715 | 7 | LAKESWOOD |

Los Angeles County , Zip Codes Boundaries
SERVICE PLANNING AREAS (SPAs)
Correspondence Table
Sorted by Zip Code

| | ZIP CODE | ZIP SPA | ZIP CITY/AREA |
|-----|----------|---------|---------------------|
| 161 | 90716 | 7 | LAKESWOOD |
| 162 | 90717 | 8 | TORRANCE |
| 163 | 90723 | 6 | PARAMOUNT |
| 164 | 90731 | 8 | SAN PEDRO |
| 165 | 90732 | 8 | RANCHO PALOS VERDES |
| 166 | 90740 | 8 | SEAL BEACH |
| 167 | 90744 | 8 | WILMINGTON |
| 168 | 90745 | 8 | CARSON |
| 169 | 90746 | 8 | CARSON |
| 170 | 90747 | 8 | CARSON |
| 171 | 90748 | 8 | WILMINGTON |
| 172 | 90801 | 8 | LONG BEACH |
| 173 | 90802 | 8 | LONG BEACH |
| 174 | 90803 | 8 | LONG BEACH |
| 175 | 90804 | 8 | LONG BEACH |
| 176 | 90805 | 8 | NORTH LONG BEACH |
| 177 | 90806 | 8 | LONG BEACH |
| 178 | 90807 | 8 | LONG BEACH |
| 179 | 90808 | 8 | LONG BEACH |
| 180 | 90809 | 8 | LONG BEACH |
| 181 | 90810 | 8 | LONG BEACH |
| 182 | 90811 | 8 | LONG BEACH |
| 183 | 90812 | 8 | LONG BEACH |
| 184 | 90813 | 8 | LONG BEACH |
| 185 | 90814 | 8 | LONG BEACH |
| 186 | 90815 | 8 | LONG BEACH |
| 187 | 90822 | 8 | LONG BEACH |
| 188 | 90831 | 8 | LONG BEACH |
| 189 | 90833 | 8 | LONG BEACH |
| 190 | 90834 | 8 | LONG BEACH |
| 191 | 90835 | 8 | LONG BEACH |
| 192 | 90840 | 8 | LONG BEACH |
| 193 | 90846 | 8 | Long Beach |
| 194 | 91001 | 3 | ALTADENA |
| 195 | 91003 | 3 | ALTADENA |
| 196 | 91006 | 3 | ARCADIA |
| 197 | 91007 | 3 | ARCADIA |
| 198 | 91010 | 3 | IRWINDALE |
| 199 | 91011 | 2 | LA CANADA |
| 200 | 91016 | 3 | MONROVIA |

| | ZIP CODE | ZIP SPA | ZIP CITY/AREA |
|-----|----------|---------|----------------|
| 201 | 91020 | 2 | MONTROSE |
| 202 | 91024 | 3 | SIERRA MADRE |
| 203 | 91030 | 3 | SOUTH PASADENA |
| 204 | 91040 | 2 | SUNLAND |
| 205 | 91042 | 2 | TUJUNGA |
| 206 | 91101 | 3 | PASADENA |
| 207 | 91102 | 3 | PASADENA |
| 208 | 91103 | 3 | PASADENA |
| 209 | 91104 | 3 | PASADENA |
| 210 | 91105 | 3 | PASADENA |
| 211 | 91106 | 3 | PASADENA |
| 212 | 91107 | 3 | PASADENA |
| 213 | 91108 | 3 | PASADENA |
| 214 | 91109 | 3 | PASADENA |
| 215 | 91110 | 3 | PASADENA |
| 216 | 91125 | 3 | PASADENA |
| 217 | 91126 | 3 | PASADENA |
| 218 | 91201 | 2 | GLENDALE |
| 219 | 91202 | 2 | GLENDALE |
| 220 | 91203 | 2 | GLENDALE |
| 221 | 91204 | 2 | GLENDALE |
| 222 | 91205 | 2 | GLENDALE |
| 223 | 91206 | 2 | GLENDALE |
| 224 | 91207 | 2 | GLENDALE |
| 225 | 91208 | 2 | GLENDALE |
| 226 | 91210 | 2 | GLENDALE |
| 227 | 91214 | 2 | GLENDALE |
| 228 | 91301 | 2 | AGOURA HILLS |
| 229 | 91302 | 2 | CALABASAS |
| 230 | 91303 | 2 | CANOGA PARK |
| 231 | 91304 | 2 | CANOGA PARK |
| 232 | 91305 | 2 | CANOGA PARK |
| 233 | 91306 | 2 | CANOGA PARK |
| 234 | 91307 | 2 | CANOGA PARK |
| 235 | 91308 | 2 | WEST HILLS |
| 236 | 91311 | 2 | CHATSWORTH |
| 237 | 91316 | 2 | ENCINO |
| 238 | 91321 | 2 | NEWHALL |
| 239 | 91324 | 2 | NORTHRIDGE |
| 240 | 91325 | 2 | NORTHRIDGE |

Los Angeles County , Zip Codes Boundaries
SERVICE PLANNING AREAS (SPAs)
Correspondence Table
Sorted by Zip Code

| | ZIP CODE | ZIP SPA | ZIP CITY/AREA |
|-----|----------|---------|------------------|
| 241 | 91326 | 2 | NORTHRIDGE |
| 242 | 91330 | 2 | NORTHRIDGE |
| 243 | 91331 | 2 | ARLETA |
| 244 | 91335 | 2 | RESEDA |
| 245 | 91340 | 2 | SAN FERNANDO |
| 246 | 91341 | 2 | SAN FERNANDO |
| 247 | 91342 | 2 | SYLMAR |
| 248 | 91343 | 2 | SEPULVEDA |
| 249 | 91344 | 2 | GRANADA HILLS |
| 250 | 91345 | 2 | SEPULVEDA |
| 251 | 91350 | 2 | SANTA CLARITA |
| 252 | 91351 | 2 | CANYON COUNTRY |
| 253 | 91352 | 2 | SUN VALLEY |
| 254 | 91354 | 2 | VALENCIA |
| 255 | 91355 | 2 | VALENCIA |
| 256 | 91356 | 2 | TARZANA |
| 257 | 91361 | 2 | WESTLAKE VILLAGE |
| 258 | 91362 | 2 | WESTLAKE VILLAGE |
| 259 | 91364 | 2 | WOODLAND HILLS |
| 260 | 91367 | 2 | WOODLAND HILLS |
| 261 | 91381 | 2 | PICO |
| 262 | 91382 | 2 | PICO |
| 263 | 91384 | 2 | CASTAIC |
| 264 | 91401 | 2 | VAN NUYS |
| 265 | 91402 | 2 | PANORAMA CITY |
| 266 | 91403 | 2 | VAN NUYS |
| 267 | 91404 | 2 | VAN NUYS |
| 268 | 91405 | 2 | VAN NUYS |
| 269 | 91406 | 2 | VAN NUYS |
| 270 | 91411 | 2 | VAN NUYS |
| 271 | 91423 | 2 | VAN NUYS |
| 272 | 91436 | 2 | VAN NUYS |
| 273 | 91501 | 2 | BURBANK |
| 274 | 91502 | 2 | BURBANK |
| 275 | 91503 | 2 | BURBANK |
| 276 | 91504 | 2 | BURBANK |
| 277 | 91505 | 2 | BURBANK |
| 278 | 91506 | 2 | BURBANK |
| 279 | 91510 | 2 | BURBANK |
| 280 | 91523 | 2 | BURBANK |

| | ZIP CODE | ZIP SPA | ZIP CITY/AREA |
|-----|----------|---------|-----------------|
| 281 | 91601 | 2 | NORTH HOLLYWOOD |
| 282 | 91602 | 2 | STUDIO CITY |
| 283 | 91604 | 2 | NORTH HOLLYWOOD |
| 284 | 91605 | 2 | NORTH HOLLYWOOD |
| 285 | 91606 | 2 | NORTH HOLLYWOOD |
| 286 | 91607 | 2 | NORTH HOLLYWOOD |
| 287 | 91608 | 2 | NORTH HOLLYWOOD |
| 288 | 91702 | 3 | AZUSA |
| 289 | 91706 | 3 | IRWINDALE |
| 290 | 91709 | 3 | CHINO |
| 291 | 91710 | 3 | CHINO |
| 292 | 91711 | 3 | CLAREMONT |
| 293 | 91722 | 3 | COVINA |
| 294 | 91723 | 3 | COVINA |
| 295 | 91724 | 3 | COVINA |
| 296 | 91731 | 3 | EL MONTE |
| 297 | 91732 | 3 | EL MONTE |
| 298 | 91733 | 3 | EL MONTE |
| 299 | 91734 | 3 | EL MONTE |
| 300 | 91735 | 3 | EL MONTE |
| 301 | 91740 | 3 | GLENDORA |
| 302 | 91741 | 3 | GLENDORA |
| 303 | 91744 | 3 | LA PUENTE |
| 304 | 91745 | 3 | INDUSTRY |
| 305 | 91746 | 3 | LA PUENTE |
| 306 | 91747 | 3 | LA PUENTE |
| 307 | 91748 | 3 | INDUSTRY |
| 308 | 91750 | 3 | LA VERNE |
| 309 | 91754 | 3 | MONTEREY PARK |
| 310 | 91755 | 3 | MONTEREY PARK |
| 311 | 91765 | 3 | POMONA |
| 312 | 91766 | 3 | POMONA |
| 313 | 91767 | 3 | POMONA |
| 314 | 91768 | 3 | POMONA |
| 315 | 91770 | 3 | ROSEMEAD |
| 316 | 91773 | 3 | SAN DIMAS |
| 317 | 91775 | 3 | SAN GABRIEL |
| 318 | 91776 | 3 | SAN GABRIEL |
| 319 | 91780 | 3 | TEMPLE CITY |
| 320 | 91786 | 3 | UPLAND |

**Los Angeles County , Zip Codes Boundaries
SERVICE PLANNING AREAS (SPAs)
Correspondence Table
Sorted by Zip Code**

| | ZIP CODE | ZIP SPA | ZIP CITY/AREA |
|-----|-----------------|----------------|----------------------|
| 321 | 91789 | 3 | WALNUT |
| 322 | 91790 | 3 | WEST COVINA |
| 323 | 91791 | 3 | WEST COVINA |
| 324 | 91792 | 3 | WEST COVINA |
| 325 | 91793 | 3 | WEST COVINA |
| 326 | 91801 | 3 | ALHAMBRA |
| 327 | 91803 | 3 | ALHAMBRA |
| 328 | 92621 | 3 | BREA |
| 329 | 93040 | 2 | PIRU |
| 330 | 93063 | 2 | SIMI VALLEY |
| 331 | 93243 | 1 | GORMAN |
| 332 | 93510 | 1 | ACTON |

| | ZIP CODE | ZIP SPA | ZIP CITY/AREA |
|-----|-----------------|----------------|----------------------|
| 333 | 93523 | 1 | EDWARDS AIR FORCE BA |
| 334 | 93532 | 1 | LAKE HUGHES |
| 335 | 93534 | 1 | LANCASTER |
| 336 | 93535 | 1 | LANCASTER |
| 337 | 93536 | 1 | LANCASTER |
| 338 | 93544 | 1 | LLANO |
| 339 | 93550 | 1 | PALMDALE |
| 340 | 93551 | 1 | PALMDALE |
| 341 | 93552 | 1 | PALMDALE |
| 342 | 93553 | 1 | PEAR BLOSSOM |
| 343 | 93563 | 1 | VALYERMO |
| 344 | 93591 | 1 | PALMDALE |

Note: The zip codes corresponding to each SPA were designated using the zip code centroids in order to update the original (1990) SPA boundaries. New zip codes added after 1996 are not included in this analysis. Published statistics based on other correspondence tables may vary when compared.

Emergency Shelter Care Qualified Providers

Service Planning Area I

| Last Name of Licensed Providers | First Name of Licensed Providers | Facility Name | Facility License Number | Type of Space | # of beds | Annual Contract Amount |
|--|---|---------------------------|--------------------------------|----------------------|------------------|-------------------------------|
| Barnes | Jeannette | Barnes Foster Family Home | 197602587 | Youth | 1 | \$4,800 |
| Demus | Yolanda | Demus Foster Family Home | 197603430 | Child | 2 | \$7,200.00 |
| *Grupi | Moshe aka Moses and Kamae Ramella | Grupi Foster Family Home | 197604682 | Child | 1 | \$3,600.00 |

Service Planning Area III

| | | | | | | |
|-------------|------------------------|------------------------------|-----------|-------|---|------------|
| * Bojorquez | Maria | Bojorquez Foster Family Home | 197803501 | Youth | 2 | \$9,600 |
| **Casillas | Edna | Casillas Foster Family Home | 197801417 | Youth | 2 | \$9,600 |
| Celaya | Esther (Mary) | Celaya Foster Family Home | 191000618 | Youth | 2 | \$9,600 |
| Cooley | Denise & Patrick | Cooley Foster Family Home | 197802924 | Child | 2 | \$7,200.00 |
| Madrigal | Rafala | Madrigal Foster Family Home | 197803918 | Child | 2 | \$7,200.00 |
| Leon | Elvira Perez Rodriguez | Rodriguez Foster Family Home | 191004833 | Youth | 2 | \$9,600 |
| Turrisi | Carrie L. and Julio O. | Turrisi, Carrie & Julio | 191007036 | Child | 2 | \$7,200.00 |

Service Planning Area VI

| | | | | | | |
|----------|-------------------|---|-----------|---------------|---|------------|
| Causey | Maggie Lene | Causey Foster Family Home | 197802083 | Youth | 2 | \$9,600 |
| Guydon | Ora Neil | Guydon Foster Family Home | 198200272 | Youth | 2 | \$9,600 |
| * Moses | Ernilda Althea | Moses Foster Family Home | 198203347 | Child | 2 | \$7,200.00 |
| Simpson | Carolyn and David | Simpson Foster Family Home | 198202062 | Youth | 2 | \$9,600 |
| Thomas | Dora Lou | Thomas Foster Family Home | 198203177 | Youth | 4 | \$19,200 |
| Williams | Rose | Williams Foster Family Home | 198202795 | Child | 2 | \$7,200.00 |
| Witten | Monica | Witten Foster Family Home 6 beds available | 198201471 | Sibling Group | 4 | \$19,200 |

| Last Name of Licensed Providers | First Name of Licensed Providers | Facility Name | Facility License Number | Type of Space | # of beds | Annual Contract Amount |
|--|---|----------------------|--------------------------------|----------------------|------------------|-------------------------------|
|--|---|----------------------|--------------------------------|----------------------|------------------|-------------------------------|

Emergency Shelter Care Qualified Providers

Service Planning Area VII

| | | | | | |
|----------------|---------------------|-------------------------------|-----------------|---|-------------|
| Beavers | Earl and Earcyclene | Beavers, Earl & Earcyclene | 191009231 Child | 2 | \$7,200.00 |
| Bonilla | Angela B. | Bonilla Foster Family Home | 197801267 Child | 2 | \$7,200.00 |
| Martinez | Carmen and Juan | Martinez Foster Family Home | 197800049 Child | 3 | \$10,800.00 |
| * Valencia | Maria L. | Valencia Foster Family Home | 197804436 Youth | 4 | \$19,200 |
| ** Villalpando | Amparo & Gabriel | Villalpando, Amparo & Gabriel | 191003718 Youth | 2 | \$9,600 |

Service Planning Area VIII

| | | | | | |
|-------------|------------------|------------------------------|--|---|-------------|
| Adams | Jewlean Thomas | Adams Foster Family Home | 198200592 Youth | 3 | \$14,400 |
| Bishop | Idella L Mahome | Bishop Foster Family Home | 198202016 Youth | 2 | \$9,600 |
| Davis | Gertie Lee | Davis Foster Family Home | 198203109 Child | 2 | \$7,200.00 |
| ** Davis | Phyliss Donnetta | Davis Foster Family Home | 198201487 (1)Teen Mom, (1) Infant & (1) Child | 3 | \$10,800 |
| **Franco | Maria B. & Ramon | Franco, Maria B. | 191001129 Child | 3 | \$10,800.00 |
| **Grizzelle | Margaret C. | Grizzelle Foster Family Home | 198201564 Sibling | 6 | \$28,800 |
| Martin | Buelah & Robert | Martin Foster Family Home | 191101585 Child | 2 | \$7,200.00 |

* Pending Home Evaluation

** Pending Document submission

| | |
|-------------------|-----------|
| Total Annual Cost | \$300,000 |
|-------------------|-----------|



David Sanders, Ph.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

Board of Supervisors

GLORIA MOLINA
First District

YVONNE BRATHWAITE
BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

August 13, 2003

Mr. John Ayson, Division Chief
California Department of Social Services
744 P Street
Sacramento, CA 95814

Dear Mr. Ayson:

The Department of Children and Family Services (DCFS) is in the process of developing a Request for Statement of Qualifications (RFSQ) for future Emergency Shelter Care contracts, and request your approval to: 1) extend approximately thirty-five (35) existing Emergency Shelter Care (ESC) contracts for a maximum of six-months, for termination on March 31, 2004; and 2) to add additional providers for particular beds dependent upon the needs of this Department during the extension period.

It is our understanding that the State recognizes the RFSQ as a formally advertised solicitation process. Our plan is to utilize a Board-approved Master Agreement on a flow basis to obtain and procure the availability of beds at any given time by as many qualified, licensed ESC providers during a maximum three-year contract period.

In the event, there are particular beds that are needed by DCFS, the Department will procure by negotiation for these services and terminate them on March 31, 2004 along with the current contracts.

Thank for your consideration of this matter. If you have any questions, you may contact me at (213) 351-5685 or you may contact Rita Murgas-Lee at murgar@dcfs.co.la.ca.us or (213) 351-5513. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "Walter Chan".

Walter Chan, Manager
Contracts Administration

WC:RML:cc

O:\Claire\ESCI\2003\Letter to CDSS-WAIVER_RFSQ.doc

c: Claire Chih

DEPARTMENT OF SOCIAL SERVICES

744 P Street, Sacramento, CA 95814



August 15, 2003

Mr. Walter Chan, Manager
Contracts Administration
Department of Children and Family Services
County of Los Angeles
425 Shatto Place
Los Angeles, California 90020

Dear Mr. Chan:

This is in response to your August 13, 2003 letter requesting approval for a six-month extension of your Emergency Shelter Care contracts and to be able to procure additional providers of particular beds dependent upon the needs of your department. The contract period with the amended extension would terminate on March 31, 2004.

Your request to use Procurement By Negotiation (23-650) as the method to amend (extend the term) the contract term is approved. Your Department will be utilizing the Request for Statement of Qualifications (RFSQ) to procure services and award contracts effective April 1, 2004.

If you have any additional questions or concerns please contact me at (916) 657-1889.

Sincerely,

A handwritten signature in black ink that reads "John E. Ayson". The signature is written in a cursive style with a large loop at the beginning.

JOHN E. AYSON, Chief
Contracts Bureau

DOFS-CONTRACTS ADMINISTRATION

2003 AUG 20 PM 3:49



DAVID SANDERS, PH.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

February 2, 2004

Ms. Eva Lopez, Chief
Contracts Bureau
California Department of Social Services
744 P Street
Sacramento, CA 95814

Board of Supervisors
GLORIA MOLINA
First District
YVONNE BRATHWAITE BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

Dear Ms. Lopez:

This letter is to obtain clarification on former correspondence from your office regarding Emergency Shelter Care (ESC) services, and to obtain approval to utilize the Request for Statement of Qualification (RFSQ) by the County of Los Angeles Department of Children and Family Services (DCFS), for our Group Home (GH) and Wraparound services contracts.

ESC Services

On behalf of our County Counsel, we are requesting clarification on your letter dated August 15, 2003 where your agency granted approval for DCFS to utilize the RFSQ. Our letter dated August 13, 2003 requested this approval for ESC services, as well as the approval of a three-year term for any contracts resulting from the RFSQ.

Our office is under the impression that the approval is for a three-year term based on the letters between your office and ours regarding the RFSQ process dated June 20, 2003 (Attachment A), and July 24, 2003 (Attachment B). Since your letter dated August 15, 2003 did not specifically approve the three-year term of resulting contracts as originally requested, we are asking for clarification at this time. Attached are copies of our letter dated August 13, 2003 (Attachment C) and your letter dated August 15, 2003 (Attachment D).

Background on Current ESC Contracts

The current ESC contracts providing six (6) or fewer beds were procured by negotiation in accordance to California Department of Social Services Manual Operations (CDSS Manual OPS), Regulation 23-650.1.16. The ESC contracts were approved by the County Board of Supervisors (Board) on October 14, 2002, and were extended by the Board (with State approval) for a maximum of six months until March 31, 2004. As of today's date, the ESC contracts total \$302,460 for the period of October 2002 through March 31, 2004. Presently there are 32 providers.

Pursuant to CDSS Manual OPS, Regulation 23-650.1.17, if the county develops other innovative methods of selection, such methods shall require prior approval by CDSS. Therefore, on August 13, 2003, our office sent your office a letter requesting the use of a RFSQ for a three-year period for ESC Services effective April 1, 2004, resulting in a letter from your office on August 15, 2003.

GH, and Wraparound Services

Additionally, we are requesting the approval for use of separate RFSQs for GH services, and Wraparound services, each for a three-year contract term. DCFS requests the State's approval to utilize the RFSQ for the GH contracts for a three-year contract period from May 1, 2004 through April 30, 2007, and also allow DCFS to utilize the RFSQ for the Wraparound contracts for a three-year contract period from August 1, 2004 through July 31, 2007.

Although State Regulations (CDSS Manual OPS, Regulation 23-650.1.12) allow counties to contract through Procurement by Negotiation when the rate for services are set by the State, DCFS would like the option to utilize the RFSQ to secure contracts for such services. The RFSQ is designed for situations where there is no price competition and is used on a pass/fail basis for selecting qualified providers. In our opinion, the RFSQ is more efficient than the RFP, Invitation for Bid, and Procurement by Negotiation processes for many of our service contracts.

Background on Current GH Services Contracts

The current GH contracts were procured by negotiation. Since GH rates are established by the state, DCFS would like to utilize the RFSQ for a three-year contract period to qualify State approved GHs that also meet the standards set by the County of Los Angeles (County) to enter into Master Agreements.

Currently there are over 150 agencies contracted to provide GH services in the County. The RFSQ process would provide an opportunity for new providers that qualify to enter into Master Agreements with the County every six months instead of every three years, during the open review period of Statements of Qualifications. The RFSQ process would allow competition of all providers, and assist in securing sufficient services for those placed under DCFS care.

Background on Current Wraparound Services

The current Wraparound agreements were the result of a competitive Request for Proposals (RFP). These contracts were not procured by negotiation since contracts resulting from procurement by negotiation have a one-year term. There are currently 13 agencies providing Wraparound services. Currently, each contract is funded monthly at approximately \$150,000 based on 25 children per agency at the current Residential Care Licensing Level (RCL) 13 rate.

Ms. Eva Lopez
February 2, 2004
Page 3

Attachment V

In lieu of procurement by negotiation, and a RFP, the RFSQ process would permit additional agencies to provide services during the three-year contract term for GH, and Wraparound services.

Thank you for consideration of this matter. I look forward to hearing from you.

Should you have any questions, or require additional information, please feel free to contact me at (213) 351-5685, or you may contact either Rita Murgas-Lee at (213) 351-5513 or Ron Rios at (213) 351-5676.

Sincerely,

A handwritten signature in black ink, appearing to read "Walter Chan". The signature is stylized and cursive.

Walter Chan, Manager
Contracts Administration

WC:rml

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Attachments (4)



David Sanders, Ph.D.
Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

Board of Supervisors
GLORIA MOLINA
First District
YVONNE BRATHWAITE
BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

June 20, 2003

Mr. John Ayson, Division Chief
California Department of Social Services
744 P Street
Sacramento, CA 95814

Dear Mr. Ayson:

This is to request the State's approval to allow the County of Los Angeles Department of Children and Family Services (DCFS) to utilize an alternate, formally advertised solicitation process that has been approved by the Board of Supervisors.

Although State Regulations allow counties to contract through Procurement by Negotiation when the rate for services are set by the State, DCFS would like the option to utilize the Request For Statement of Qualifications (RFSQ) to secure contracts for such services. The RFSQ is designed for situations where there is no price competition and is used on a pass/fail basis for selecting qualified providers. In our opinion, the RFSQ is more efficient than the RFP, IFB and Procurement by Negotiation processes for many of our service contracts, including foster care placement services and CAPIT related services.

If the State approves our request, DCFS will utilize the RFSQ process to facilitate the implementation of new contracts, along with new State-approved rates, for Transitional Housing Placement Program (THPP) services. THPP is part of the Federal Independent Living Program (ILP), provides alternative placement and is designed to further the goals of ILP by assisting foster youth in learning appropriate self-sufficiency skills and acquiring affordable housing by the time they emancipate from the foster care system. Our plan is to include in a Board-approved Master Agreement as many of the qualified, licensed THPP providers during the 3-year contract period on a flow basis.

If the RFSQ process meets with the State's approval, we would like the authority to utilize this solicitation method for the pending THPP services Master Agreement and future similar projects.

Mr. John Ayson
June 19, 2003
Page 2

In addition, we are seeking clarification on the need for a budget sheet for placement or foster care type contracts. State regulations (23-604.3.36) require that all contracts have a budget sheet. Are budget sheets necessary for foster care/placement agreements where the rate is set if we are using the same Statement of Work for all providers? Would the budget documents that providers are required to submit to Community Care Licensing satisfy the requirement for such contracts?

Thank for your consideration of this matter. If you have any questions, you may contact me at (213) 351-5685 or you may contact Ron Rios at (213) 351-5676. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Walter Chan' with a stylized flourish at the end.

Walter Chan, Manager
Contracts Administration

WC:rr

DEPARTMENT OF SOCIAL SERVICES

744 P Street, Sacramento, CA 95814



July 24, 2003

Mr. Walter Chan, Manager
Contracts Administration
Department of Children and Family Services
County of Los Angeles
425 Shatto Place
Los Angeles, California 90020

Dear Mr. Chan:

I apologize for the delay in responding to your June 20, 2003 request for State approval of the alternative procurement process - Request For Statement of Qualifications. After review of the material and process with our legal counsel, I am approving the use of the RFSQ process. In addition your request for a three-year contract term is also approved.

Although Division 23-604.36 requires a budget sheet segregated into direct and indirect costs and profits for the contract, a budget sheet reflecting zero direct and indirect costs, as well as zero profits will suffice. A statement or chart reflecting the actual State Foster Care Rates should be included or referenced. The RFSQ may also include a requirement for vendors to include a financial statement (past three years) to ensure their viability.

Please keep me informed on the success or problems associated with the RFSQ process. If you have any additional questions or concerns please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John E. Ayson".

JOHN E. AYSON, Chief
Contracts Bureau



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

David Sanders, Ph.D.
 Director

Board of Supervisors

GLORIA MOLINA
 First District

YVONNE BRATHWAITE
 BURKE
 Second District

ZEV YAROSLAVSKY
 Third District

DON KNABE
 Fourth District

MICHAEL D. ANTONOVICH
 Fifth District

August 13, 2003

Mr. John Ayson, Division Chief
 California Department of Social Services
 744 P Street
 Sacramento, CA 95814

Dear Mr. Ayson:

The Department of Children and Family Services (DCFS) is in the process of developing a Request for Statement of Qualifications (RFSQ) for future Emergency Shelter Care contracts, and request your approval to: 1) extend approximately thirty-five (35) existing Emergency Shelter Care (ESC) contracts for a maximum of six-months, for termination on March 31, 2004; and 2) to add additional providers for particular beds dependent upon the needs of this Department during the extension period.

It is our understanding that the State recognizes the RFSQ as a formally advertised solicitation process. Our plan is to utilize a Board-approved Master Agreement on a flow basis to obtain and procure the availability of beds at any given time by as many qualified, licensed ESC providers during a maximum three-year contract period.

In the event, there are particular beds that are needed by DCFS, the Department will procure by negotiation for these services and terminate them on March 31, 2004 along with the current contracts.

Thank for your consideration of this matter. If you have any questions, you may contact me at (213) 351-5685 or you may contact Rita Murgas-Lee at murgar@dcfs.co.la.ca.us or (213) 351-5513. I look forward to hearing from you.

Sincerely,

Walter Chan, Manager
 Contracts Administration

WC:RML:cc

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c: Claire Chih

DEPARTMENT OF SOCIAL SERVICES

744 P Street, Sacramento, CA 95814



August 15, 2003

Mr. Walter Chan, Manager
Contracts Administration
Department of Children and Family Services
County of Los Angeles
425 Shatto Place
Los Angeles, California 90020

Dear Mr. Chan:

This is in response to your August 13, 2003 letter requesting approval for a six-month extension of your Emergency Shelter Care contracts and to be able to procure additional providers of particular beds dependent upon the needs of your department. The contract period with the amended extension would terminate on March 31, 2004.

Your request to use Procurement By Negotiation (23-650) as the method to amend (extend the term) the contract term is approved. Your Department will be utilizing the Request for Statement of Qualifications (RFSQ) to procure services and award contracts effective April 1, 2004.

If you have any additional questions or concerns please contact me at (916) 657-1889.

Sincerely,

A handwritten signature in black ink that reads "John E. Ayson". The signature is written in a cursive style and is positioned above the typed name.

JOHN E. AYSON, Chief
Contracts Bureau

DSS-CONTRACTS ADMINISTRATION

2003 AUG 20 PM 3:49

DEPARTMENT OF SOCIAL SERVICES

744 P Street, Sacramento, CA 95814



Attachment VI

February 24, 2004

Walter Chan, Contracts Administrator
County of Los Angeles
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 205
Los Angeles, CA 90020

Attn: Ron Rios, Assistant Manager

Dear Mr. Chan:

**SUBJECT: REQUEST FOR APPROVALS OF RFSQ PROCUREMENT AND
THREE-YEAR TERMS**

Your letter of February 2, 2004 requests the approval of this Department for certain terms of three procurements, as further described below. Our response to your requests is based upon the information provided in your letters of August 13, 2003 and February 2, 2004, as supplemented by Mr. Ron Rios of your office on February 17, 2004.

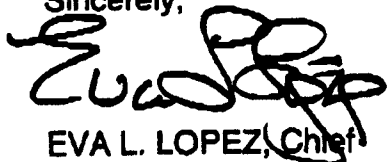
1. You requested approval of three-year contract terms for Emergency Shelter Care (ESC) contracts, effective April 1, 2004. Your letter of August 13, 2003 referred to three-year contract terms but we did not interpret the reference as a request for approval at that time. We apologize for the delay caused by this misunderstanding. Your request for three-year contract terms for ESC contracts is approved.
2. You requested approval for three-year contract terms for Group Home (GH) services effective May 1, 2003 and three-year contract terms for Wraparound services contracts effective August 1, 2004. Your request for three-year contract terms is approved.
3. You requested approval to use the Request for Statement of Qualification (RFSQ) procurement method for the GH services and Wraparound services contracts. Your request to use the RFSQ procurement method in these procurements is approved.

Attachment VI

Mr. Walter Chan
Page Two

Please contact me at (916) 657-1889 if you have any questions about this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eva Lopez', written over a circular stamp or seal.

EVA L. LOPEZ, Chief
Contracts Bureau