



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

BOBBY D. CAGLE
Director

BRANDON T. NICHOLS
Chief Deputy Director

April 09, 2019

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:

RECOMMENDATION TO APPROVE NEW CONTRACT FOR BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH WITH DELTA-T GROUP LOS ANGELES, INC. (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Department of Children and Family Services (DCFS) seeks to enter a contract with Delta T Group Los Angeles, Inc. (Delta-T) for Behavioral Aide Services for High Risk Youth. Additionally, DCFS seeks delegated authority to exercise renewal options to the contract and to amend the contract to increase or decrease the maximum contract sum, include Probation youth to receive services, and terminate the Contract if necessary.

IT IS RECOMMENDED THAT THE BOARD:

1) Delegate authority to the DCFS Director, or designee, to execute a Contract for Behavioral Aide Services for High Risk Youth, substantially similar to the attached sample contract (Attachment A), with Delta-T effective April 16, 2019, or date of execution, whichever is later, through April 15, 2022; and to exercise the two one-year contract extension periods by written notice contingent upon: (a) the availability of funding and (b) prior approval by County Counsel. DCFS will notify the Board and CEO in writing within 10 business days of exercising the renewal options. This contract will be financed using 100 percent State Realignment funding. Sufficient funding is included in the Department's Fiscal Year (FY) 2018-2019 Budget and will be included in the subsequent fiscal years.

2) Delegate authority to the DCFS Director, or designee, to amend the Contract to increase or decrease the maximum annual contract sum by no more than 10 percent per year during the term of the Contract to accommodate an increase or decrease in services contingent upon: (a) the availability of funding; (b) prior approval by County Counsel; and (c) notification to the Board and

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 April 9, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

Board of Supervisors
HILDA L. SOLIS
First District
MARK RIDLEY-THOMAS
Second District
SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

CEO within 10 days of the Amendment.

3) Delegate authority to the DCFS Director, or designee, to amend the Contract as needed to incorporate necessary program changes and include Probation youth to receive services, contingent upon: (a) prior approval by County Counsel and (b) notification to the Board and CEO within 10 days of the Amendment.

4) Delegate authority to the DCFS Director, or designee, to terminate the Contract for Contractor's Default or for the convenience of the County, providing: (a) prior approval by County Counsel; and (b) notification to the Board and CEO within 10 days of termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

A subset of children under the Department of Children and Family Services' (DCFS) care have needs that exceed the ability of available foster parents, licensed residential facilities, their parents, and mental health providers. These children may be unstable in placement, chronically assaultive to caregivers or other children, self-harming, have sexually inappropriate behaviors, destructive to property, prone to AWOL from placement, or some combination of these. Due to these behaviors, it is extremely difficult to secure and maintain placement for these children, and they typically spend extended periods of time at the Transitional Shelter Care (TSC) facilities. These children also engage in these behaviors while at the TSC, which creates an unsafe environment for other children and staff. To prevent placement disruption, secure new placement for these children and to avoid overstays at the TSC, DCFS contacted a staffing agency and asked them to provide one to one supervision to high risk children in need of additional supervision. This service has been provided on a case by case basis, based on the children's need. Since initially utilizing this service, the need has continued to increase over the last few years and it was necessary to develop a contract for ongoing services.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan Goal No. 1, Make Investments That Transform Lives: Strategy 2, Deliver comprehensive and seamless services to those seeking assistance from the County.

FISCAL IMPACT/FINANCING

The maximum annual contract amount is \$1,700,000 for a total of \$8,075,000 if all contract extension options are exercised. This contract will be financed using 100 percent State Realignment funding. Sufficient funding is included in the Department's Fiscal Year (FY) 2018-2019 Budget and will be included in the subsequent fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department has determined that the provisions of County Code Chapter 2.121 do not apply to this contract because the services are needed on a part-time or intermittent basis. Therefore, the Living Wage Ordinance (County Code Chapter 2.201) does not apply to this contract.

The contract includes language stipulating the County has no obligation to pay for expenditures beyond the maximum contract amount. Further, Delta-T will not be asked to perform services that

exceed the contract amount, scope of work or contract effective dates.

The Chief Executive Office and County Counsel have reviewed the Board letter and the attached sample contract. The new contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

DCFS released the Invitation for Bid (IFB) for Behavioral Aide Services for High Risk Youth on January 17, 2018. The IFB was posted on the County and DCFS websites. Registered vendors were also notified via the County's Webven. Thirty-one interested firms attended the Mandatory Bidder's Conference on February 6, 2018. On April 23, 2018, DCFS received bids from two vendors as follows with Delta-T submitting the lowest bid for an hourly rate of \$25.00 and Youth Advocate Programs Inc. (YAP) submitting a bid for an hourly rate of \$35.21.

On July 11, 2018, DCFS completed the review of the documents submitted by each bidder. On July 16, 2018, DCFS sent the Tentative Selection of Contract Award letter to Delta T and Non-Selection letter to YAP to inform the bidder that Delta-T had been determined to be the lowest priced responsive and responsible bidder. Under this IFB protest process, a non selected bidder has the right to request for a departmental debriefing and per YAP's request, a teleconference debriefing was held on July 26, 2018. In addition, per County's IFB protest process, a non-selected bidder has the right to request for a Proposed Contractor Selection Review (PCSR). The PCSR was completed on August 28, 2018 and YAP did not pursue the County Independent Review Process. As a result, DCFS has determined that Delta-T is the lowest cost responsive and responsible bidder and recommends that the contract be awarded to Delta-T.

CONTRACTOR PERFORMANCE

The Behavioral Aide Services contractor will be monitored by DCFS Bureau of Clinical Resources and Services, High Risk Services Division.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Delta-T currently provides Behavioral Aide staff for one-on-one supervision services for DCFS children when approved by the DCFS Medical Director. These services are obtained for children who are difficult to place as an assurance to caregivers that they will not be without help or support from DCFS. Offering the Behavioral Aide Services for High Risk Youth support services for the children has prevented placement disruptions, improved placement stability and has facilitated placements for many children.

Approval of the recommended actions will provide a valuable tool for children who are unstable in placement, chronically assaultive to caregivers or other children, self harming, and destructive to property. This contract will provide services where the children are located, for a specified number of hours, depending on the children's needs. Therefore, these services will help prevent some placement disruptions, improve placement stability, facilitate placements for many children, and help keep children safely with their parents. In addition, the new contract will also increase the use of program and performance monitoring to ensure the quality of the work performed.

CONCLUSION

Upon Board approval, the Executive Office, Board of Supervisors, is requested to return one adopted, stamped Board letter and its attachments to the Department of Children and Family Services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bobby D. Cagle", with a long horizontal flourish extending to the right.

BOBBY D. CAGLE

Director

BDC:KR LTI:EO:js Attachment

Enclosures

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

BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

(ENTER CONTRACTOR'S LEGAL NAME)

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

(ENTER MONTH AND YEAR)

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH CONTRACT

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	a California Mandated Reporting Guidelines
	b Foster Youth Bill of Rights Personal Rights of Foster Youth
	c Our Shared Foundations of Practice: Department of Children and Family Services, Department of Mental Health, Probation Department (Shared Core Practice Model Summary)
	d Caregiver Behavioral Aide Services Fact Sheet
	e Behavioral Aide Staff Fact Sheet
	f Shift Summary
Exhibit A-2	Behavioral Aide Contractor Staff Compliance Report
Exhibit A-3	Behavioral Aide Services Serious Incident Report
Exhibit A-4	Behavioral Aide Contractor Personnel Roster
Exhibit A-5	Behavioral Aide Services Invoice (per youth)
Exhibit A-6	Behavioral Aide Services Monthly Invoice Summary
Exhibit A-7	Behavioral Aide Timesheet
Exhibit A-8	User Complaint Report
Exhibit A-9	Behavioral Aide Service Request Form
Exhibit A-10	CONTRACTOR's Administration
Exhibit A-11	COUNTY's Administration
Exhibit B-1	Pricing Schedule
Exhibit B-2	Line Item Budget
Exhibit C	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Exhibit D	Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information
Exhibit E-1	CONTRACTOR Acknowledgement and Confidentiality Agreement
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Exhibit E-3	CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement
Exhibit F-1	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit F-2	OMB A-122: http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a122/a122_2004.pdf
Exhibit F-3	45 CFR 74.27: http://www.gpo.gov/fdsys/pkg/CFR-2003-title45-vol1/pdf/CFR-2003-title45-vol1-sec74-27.pdf
Exhibit G	Internal Revenue Notice 1015
Exhibit H	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Exhibit I	Safely Surrendered Baby Law Fact Sheet
Exhibit J	Charitable Contributions Certification
Exhibit K	Request for Preference Consideration
Exhibit L	Contractor's Compliance with Encryption Requirements
Exhibit M	Zero Tolerance Human Trafficking Policy Certification
Exhibit N	Federal Debarment and Suspension Certification
Exhibit O	Compliance with Fair Chance Employment Hiring Practices Certification

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH CONTRACT**

Behavioral Aide Services for High Risk Youth (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 20____ (Enter year), by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "CONTRACTOR." _____ is located at _____.

RECITALS

WHEREAS, the COUNTY may contract with private businesses for Behavioral Aide Services for High Risk Youth when certain requirements are met; and

WHEREAS, the CONTRACTOR is a private firm specializing in providing Behavioral Aide Services for High Risk Youth; and

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract for Behavioral Aide Services for High Risk Youth; and

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

WHEREAS, expenditures made by CONTRACTOR in the administration of this Contract shall be in compliance with the Code of Federal Regulations and the Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq) as applicable. CONTRACTOR is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html> and at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, Changes and Amendments and signed by both parties.
- 1.2 Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, B-1, B-2, C, D, E-1, E-2, E-3, F-1, F-2, F-3, G, H, I, J, K, L, and M set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence in the following order: (1) Contract, (2) Exhibit A, Statement of Work, and (3) Exhibits.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the COUNTY.
 - B. Children's Social Worker" or "CSW" – means an employee of Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.
 - C. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

- D. "CONTRACTOR" – means the sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- E. "Corrective Action Plan" or "CAP" – means a document that serves as CONTRACTOR's commitment to remedy deficiencies in response to findings uncovered in investigations.
- F. "COUNTY" – means the COUNTY of Los Angeles and includes the Department of Children and Family Services.
- G. "COUNTY's Board of Supervisors" - means the governing body of the COUNTY of Los Angeles.
- H. "COUNTY Program Manager" – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- I. "Day" or "Days" – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- J. "DCFS" - means COUNTY's Department of Children and Family Services.
- K. "Director" - means COUNTY's Director of the Department of Children and Family Services or his authorized designee.
- L. "Fiscal Year(s)" - means the 12 month period beginning July 1st and ending the following June 30th.
- M. "Maximum Contract Sum" - means the total amount to be paid under this contract.
- N. "Participant" - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.
- O. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- P. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

Q. "State" - means the government of California.

2.0 TERM

- 2.1 The term of this Contract shall commence on _____ and shall expire on _____, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 The COUNTY shall have the possibility to extend for additional years as necessary with approval of the State of California Department of Social Services. Such extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the CONTRACTOR.
- 2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 2.4 CONTRACTOR shall notify COUNTY when this Contract is within six months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager at the address herein provided in Exhibit A-11, COUNTY's Administration.

3.0 CONTRACT SUM

- 3.1 The Maximum Contract Sum for this contract is \$_____.
- 3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit B-1, Pricing Schedule for the services set forth in Part H, Statement of Work, in accordance with Part I, Section 6.0, Invoices and Payments, of this Contract.
- 3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any person or entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or

without consideration for any reason whatsoever, shall not occur except with the COUNTY's express prior written approval.

- 3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 3.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit A-11, COUNTY's Administration as stated in Part I, Unique Terms and Conditions, Section 10, Notices.
- 3.6 CONTRACTOR has prepared and submitted to COUNTY a Line Item Budget, hereinafter referred to as "Budget," segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-2, Line Item Budget. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.
- 3.7 Time is of the essence with regard to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

4.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers ("COUNTY Indemnities") from and against any and all liability, including

but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the COUNTY Indemnities.

5.0 INSURANCE REQUIREMENTS

5.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Part I, Unique Terms and Conditions, Sections 5.1 and 5.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

5.1.1 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, including copies of the additional insured endorsement to the CONTRACTOR's general liability, professional liability, and Sexual misconduct liability policies, adding the County, its Special Districts, elected and appointed officers, employees, agents and volunteers as insured for all activities arising from this Contract, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

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

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

exceeding fifty thousand (\$50,000.00) dollars, and list any COCOUNTY required endorsement forms.

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

Certificates and copies of required endorsement shall be sent to:

COUNTY of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Behavioral Aide Services Contracts Analyst
425 Shatto Place, Room 400
Los Angeles, CA 90020

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

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

- 5.1.3 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR's insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 5.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 5.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.
- 5.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 5.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 5.1.8 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractor's as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-CONTRACTOR's separate evidence of insurance coverage.

CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-CONTRACTOR's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

- 5.1.9 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 5.1.10 Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.
- 5.1.11 Application of Excess Liability Coverage: CONTRACTOR's may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 5.1.12 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 5.1.13 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.
- 5.1.14 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required

Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

5.2 Insurance Coverage Requirements:

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

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

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

5.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

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

6.0 INVOICES AND PAYMENTS

- 6.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the rate of compensation specified in the Pricing Schedule (Exhibit B-1), as supported by the Budget, and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for the work performed and for the frequency or duration as specified in the Contract and any amendments thereto.
- 6.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed to the COUNTY Program Manager.
- 6.3 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.
- 6.4 Whether or not federal dollars will be used to pay for services under this contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Code of Federal Regulations and the Office of Management and Budget (OMB)

Supercircular (2 CFR 200 et seq) as applicable. Contractor is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html> and at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

- 6.5 CONTRACTOR shall submit the original monthly invoice electronically to the COUNTY Program Manager for review and approval, as follows:

E-mail: DCFS-BCRSD-Billings@dcfs.lacounty.gov

- 6.5.1 The Bureau of Clinical Resources and Services (BCRS) Invoice Tracking System (BITS) is a web-based application anticipated to be developed and fully operational in the near future. Once live, the CONTRACTOR shall have internet access and implement utilization of BITS to process and communicate service request needs, document time worked, and prepare invoices to the COUNTY for payment.
- 6.6 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 Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 6.7 In compliance with Internal Revenue Service (IRS) requirements, shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the COUNTY Auditor-Controller.
- 6.8 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 overpayments received by Contractor. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 6.9 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.

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

7.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.1 Each of CONTRACTOR's staff performing services under this Contract who is in a designated sensitive position, as determined by COUNTY in COUNTY's sole discretion, shall undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the background investigation. The fingerprinting will take place at the designated COUNTY facility.
- 7.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be removed immediately from performing services under the Contract. CONTRACTOR shall comply with COUNTY's request at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 7.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 7.4 Disqualification of any member of CONTRACTOR's staff pursuant to this sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5 COUNTY shall immediately notify the CONTRACTOR of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any CONTRACTOR's staff who may come in contact with children while

providing services under this Contract when such information becomes known to the COUNTY and shall be immediately removed if necessary.

- 7.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

8.0 CONFIDENTIALITY

- 8.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 8.2 CONTRACTOR shall inform all of its officers, employees, agents and Sub-CONTRACTOR's providing services hereunder of the confidentiality provisions of this Contract.
- 8.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit E-1, "CONTRACTOR Acknowledgement and Confidentiality Agreement."
- 8.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit E-2, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 8.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit E-3 "Contractor Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 8.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 8.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to

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

- 8.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or Sub-CONTRACTOR's, to comply with this sub-section 8.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 8.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, COUNTY Counsel, and to reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.
- 8.9 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

9.0 CONTRACTOR'S STAFF IDENTIFICATION

- 9.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.
- 9.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR shall retrieve and return an employee's COUNTY ID badge to the COUNTY on the next business day after the employee has terminated employment with the CONTRACTOR.

- 9.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR shall retrieve and return an employee's COUNTYID badge to the COUNTY on the next business day after the employee has been removed from working on the COUNTY's Contract.

10.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class or electronic mail, postage prepaid, addressed to the parties as identified in Exhibit A-10, CONTRACTOR's Administration and Exhibit A-11, COUNTY's Administration. Addresses may be changed by either party giving 10 days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

11.0 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 11.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 11.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 11.3 Contractor shall not 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 certification or denial of certification of any entity as a SE.
- 11.4 If Contractor has obtained County certification as a Social Enterprise vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
- 11.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- 11.4.2 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

11.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

12.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

12.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

12.3 Contractor shall not 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 certification or denial of certification of any entity as a DVBE.

12.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

12.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

12.4.2 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

12.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT– CONTRACTOR

A listing of all of CONTRACTOR's Administration referenced in the following sub-paragraphs are designated in Exhibit A-10, CONTRACTOR's Administration. The CONTRACTOR will notify the COUNTY in writing of any change in the names or addresses shown.

1.1 CONTRACTOR's Program Director

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

1.2 Approval of CONTRACTOR's Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following sub-sections is designated in Exhibit A-11, COUNTY's Administration. The COUNTY will notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY's Program Manager

The role of the COUNTY Program Manager may include:

2.1.1 Ensuring that the objectives of this Contract are met;

2.1.2 Providing direction to the CONTRACTOR, as appropriate in areas relating to COUNTY policy, information requirements, and procedural requirements;

2.1.3 Meeting with CONTRACTOR's Program Director on a regular basis;

2.1.4 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR; and

2.1.5 Overseeing the day-to-day administration of this Contract; however,

in no event shall CONTRACTOR's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited.

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

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

4.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

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

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

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

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

7.0 CHANGES AND AMENDMENTS

- 7.1 COUNTY reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 For any change which affects the scope of work, term of Contract, Contract sum, payments, or any terms or conditions included under this Contract, an amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and COUNTY's Board of Supervisors or the Director, or his designee, in the event the Director has the delegated authority to execute. Approval of COUNTY Counsel must be obtained for any changes which affect the scope of work.

- 7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Board of Supervisors or Director of DCFS if the Board of Supervisors has delegated the authority to do so.
- 7.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
- 7.4.1 The amendment shall be in compliance with applicable COUNTY, State and federal regulations; and
- 7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and
- 7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
- 7.4.4 Prior CEO approval is obtained and notice given to COUNTY Counsel.
- 7.5 The Director of DCFS or designee, may extend the Contract for an additional six months by written notification, if necessary, to complete a solicitation for a new contract.

8.0 CHILD ABUSE PREVENTION REPORTING

- 8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
- 8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

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

8.2.3 The assurance that all employees of CONTRACTOR and Sub-CONTRACTOR's understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program

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

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

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

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

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

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

11.0 COMPLAINTS

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

11.2 Within five business days after the Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

11.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five business days for COUNTY approval.

11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five business days of receiving the complaint.

11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

11.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h), Section 508

of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

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

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

12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or Sub-CONTRACTOR's, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 12.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, COUNTY Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end

that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. CONTRACTOR shall comply with Exhibit C, CONTRACTOR's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

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

14.1 Written Employee Jury Service Policy

14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five 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.

14.1.2 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 COUNTYCONTRACTOR and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Sub-Contractor to perform services for the COUNTY under this Contract, the Sub-Contractor shall also be subject to the provisions of this Section. The provisions of this

sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

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

14.1.4 CONTRACTOR’s violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

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

16.0 CONFLICT OF INTEREST

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

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

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR. CONTRACTOR shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

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

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum

requirements for Contract Accounting as described in Exhibit F-1, Auditor-Controller Contract Accounting and Administration Handbook.

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

20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 21.1 A responsible CONTRACTOR is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTOR's.
- 21.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 21.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors, finds in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 21.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is

the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.

- 21.5 The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.
- 21.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 21.8 The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.

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

21.9 These terms shall also apply to Sub-Contractor's of COUNTY CONTRACTOR's.

21.10 A registry of Debarred CONTRACTOR's for Los Angeles COUNTY, State and federal agencies may be obtained by going to the following websites:

- COUNTY: <http://doingbusiness.lacounty.gov/debarmentlist.htm>
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.sam.gov>

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

23.0 CONTRACTOR'S WORK

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

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

24.0 COUNTY'S QUALITY ASSURANCE PLAN

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

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

26.0 EMPLOYEE BENEFITS AND TAXES

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

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

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 27.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.
- 27.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

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

28.1.1 CONTRACTOR has made a misrepresentation of any required element in the Bid submitted in response to the Invitation for Bids, if any; or

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

28.2 Default for Insolvency

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

28.2.1 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;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

28.3 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.

29.0 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Part II, sub-section 7.0 - Changes and Amendments and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

30.0 FAIR LABOR STANDARDS

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

31.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined

hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

32.0 FORCE MAJEURE

32.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractor's), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

32.2 Notwithstanding the foregoing, a default by a Sub-Contractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such Sub-Contractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "Sub-Contractor" and "Sub-Contractor's" mean Sub-Contractor's at any tier.

32.2.1 In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

33.0 FORMER FOSTER YOUTH CONSIDERATION

33.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 17.0 and 18.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

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

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

34.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

35.0 INDEPENDENT CONTRACTOR STATUS

35.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

35.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

35.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and

all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

- 35.4 The CONTRACTOR shall adhere to the provisions stated in Part I, Section 8.0, Confidentiality.

36.0 LIQUIDATED DAMAGES

- 36.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 36.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Statement of Work, Part G - Performance Outcome Measure Summary & Actions for Unmet Performance Outcomes, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
 - (c) Upon giving five days' notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private

CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

36.3 The action noted in sub-section 36.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

36.4 This sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-section 36.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

37.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential CONTRACTOR's must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at <http://camisvr.co.la.ca.us/webven/>

38.0 MOST FAVORED PUBLIC ENTITY

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

39.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

39.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit C, CONTRACTOR's Equal Employment Opportunity (EEO) Certification.

39.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental

disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 39.4 CONTRACTOR certifies and agrees that it will deal with its Sub-Contractor's, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 39.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.
- 39.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 39.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 39.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

40.0 NON EXCLUSIVITY

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

41.0 NOTICE OF DELAYS

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

42.0 NOTICE OF DISPUTES

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

43.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Sub-Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, attached hereto as Exhibit G.

44.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

45.0 PROPRIETARY RIGHTS

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

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

- 45.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 45.4 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 Act request for items described in sub-section 45.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 45.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under sub-section 45.4 for:
- 45.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in sub-section 45.3;
- 45.5.2 Any materials, data and information covered under sub-section 45.2; and
- 45.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 45.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 45.7 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.

- 45.8 The provisions of sub-sections 45.5, 45.6, and 45.7 shall survive the expiration or termination of this Contract.

46.0 PROTECTION OF ELECTRONIC COUNTY PERSONAL INFORMATION, PROTECTED HEALTH INFORMATION AND MEDICAL INFORMATION – DATA ENCRYPTION STANDARD

46.1 Data Encryption

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

46.1.1 Stored Data

CONTRACTOR and Sub-Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumbdrives, external harddrives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part1: General (Revision3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

46.1.2 Transmitted Data

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

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

46.1.3 Certification

The COUNTY must receive within ten (10) business days of its request, a certification from CONTRACTOR (for itself and any Sub-Contractors) that certifies and validates compliance with the encryption standards set forth above. In addition, CONTRACTOR shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 46 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

47.0 PUBLIC RECORDS ACT

- 47.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 48 - Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 47.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

48.0 PUBLICITY

- 48.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not

inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

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

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

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

49.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

49.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

49.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

49.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's

Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

50.0 RECYCLED-CONTENT PAPER

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

51.0 SAFELY SURRENDERED BABY LAW

- 51.1 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all

COUNTYCONTRACTOR's to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Sub-Contractor's, if any, to post this poster in a prominent position in the Sub-Contractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

51.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

52.0 SHRED DOCUMENT

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

52.2 Documents for record and retention purposes in accordance with Part II, Section 49.0 - Record Retention and Inspection/Audit Settlement, of this Contract are to be maintained for a period of five years.

53.0 SUBCONTRACTING

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

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

53.2.1 A description of the work to be performed by the Sub-Contractor;

53.2.2 A draft copy of the proposed subcontract; and

- 53.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 53.3 CONTRACTOR shall indemnify, defend, and hold the COUNTY harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were CONTRACTOR employees.
- 53.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 53.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Sub-Contractor's of this COUNTY right.
- 53.6 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Sub-Contractor employees.
- 53.7 CONTRACTOR shall obtain the following from each Sub-Contractor before any Sub-Contractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY Program Manager all the following documents:
- 53.7.1 An executed Exhibit E-2, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Sub-Contractor and each of Sub-Contractor's employees approved to perform work hereunder.
- 53.7.2 Certificates of Insurance which establish that the Sub-Contractor maintains all the programs of insurance required by Part I, Section 5, Insurance Requirements, of this Contract, and
- 53.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 53.8 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.

- 53.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 53.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 53.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Sub-Contractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Sub-Contractor's or their officers, employees and agents.

54.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 54.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:
- 54.1.1 CONTRACTOR has materially breached this Contract;
- 54.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- 54.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 54.2 In the event COUNTY terminates this Contract in whole or in part as provided in sub-section 54.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 54.3 Except with respect to defaults of any Sub-Contractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-section 54.2 if its failure to perform this Contract arises out of causes beyond the control and

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

- 54.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of sub-section 54.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 55.0 - Termination for Convenience.
- 54.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in sub-section 54.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of sub-section 54.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.
- 54.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part I, Section 4.0, Indemnification.

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

55.0 TERMINATION FOR CONVENIENCE

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

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

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

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

55.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 49.0 - Record Retention and Inspection/Audit Settlement.

56.0 TERMINATION FOR IMPROPER CONSIDERATION

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

56.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made

either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

57.0 TERMINATION FOR INSOLVENCY

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

57.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

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

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

58.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

59.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract

during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

60.0 USE OF FUNDS

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

61.0 VALIDITY

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

62.0 WAIVER

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

63.0 WARRANTY AGAINST CONTINGENT FEES

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

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

64.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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

65.0 TIME OFF FOR VOTING

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

66.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

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

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

67.0 MANDATORY REQUIREMENT TO REGISTER ON FEDERAL SYSTEM FOR AWARD MANAGEMENT

CONTRACTOR represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/portal/SAM/#1>. CONTRACTOR certifies that it in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. CONTRACTOR certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation

in covered transactions by any federal department or agency as attached hereto as Required Form 28 (Federal Debarment and Suspension Certification) in Part D, Required Forms.

68.0 COMPLIANCE WITH COUNTY POLICY OF EQUITY

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

69.0 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

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

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

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

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

70.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

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

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

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of 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

CONTRACTOR

Name of Agency

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

By: _____

Name: _____

Title _____

By: _____

Name: _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM

By: _____
David Beudet, Senior Deputy County Counsel

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH

PART H: EXHIBIT A - STATEMENT OF WORK (SOW)



STATEMENT OF WORK
BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH
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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH
STATEMENT OF WORK

PART A: INTRODUCTION

1.0 PREAMBLE

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

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 COUNTY's shared values of: 1) Accountability; 2) A Can-Do Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the COUNTY's Strategic Plan's three Goals: 1) Operational Effectiveness/Fiscal Sustainability; 2) Community Support and Responsiveness; 3) Integrated Services Delivery. 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.

2.0 OVERVIEW

The services specified in this document are designed to provide additional supervision to High Risk Youth (HR Youth) supervised by the Department of Children and Family Services. These services provide assistance to caregivers of youth with very high needs and have proven to stabilize some placements, prevented placement disruptions for HR Youth and have allowed potential caregivers to accept youth with very high risk behaviors into their care. CONTRACTOR's Behavioral Aide(s) Staff shall provide enhanced supervision to the HR Youth referred under the terms of this Contract. The person or placement entity with whom the HR Youth is placed (known hereafter as the Caregiver) is ultimately responsible for the HR Youth's care and the CONTRACTOR's Behavioral Aide(s) Staff is to supervise the HR Youth within the directives provided

by the Caregiver. The CONTRACTOR's Behavioral Aide(s) Staff is never to be left alone on site with the HR Youth; the CONTRACTOR's Behavioral Aide(s) Staff is not the primary source of supervision for the HR Youth.

For some HR Youth, the assistance of a specially designated staff person who devotes their full attention to the HR Youth is the stability and security needed to settle into a new placement, face a new school environment, and refrain from engaging in self-destructive behaviors and assaultive behaviors towards others. These services benefit youths that have histories of multiple and severe traumas, frequent placement disruptions due to their extreme behaviors, run away episodes and psychiatric hospitalizations. These services are intended to be brief in nature and will be used primarily to allow the HR Youth to stabilize while the HR Youth's team works to better identify the HR Youth's needs and tailor the interventions so that the HR Youth can function without the assistance of a Behavioral Aide.

3.0 DCFS PRIORITIES FOR HIGH RISK YOUTH

DCFS has established the following priorities for HR Youth in its care: (1) safety and (2) well-being.

- a. Safety: Safety is defined as freedom from abuse and neglect. The Performance Outcome Measure Summary addressing this priority are found in Part G, Section 1.0 of this Statement of Work (SOW). Abuse and neglect is defined in the California Penal Code, Section 11165.1-6 and Welfare Institutions Code (WIC) 300-304.7.
- b. Well-Being: This priority in the SOW refers to improved level of functioning in the areas of mental health and social behavior. The Performance Outcome Measure Summary addressing this priority are found in Part G, Section 2.0 of this SOW.

4.0 DEFINITIONS

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

- 4.1 **911** – is the emergency telephone number used in emergency circumstances only.
- 4.2 **Abuse** – shall refer to behaviors defined in WIC 300; within the context of this document, shall apply to the Caregiver of the HR Youth in addition to the parent and legal guardian.
- 4.3 **AWOL** – shall mean absent without authorization and is frequently associated with an episode in which the HR Youth leaves the premises without permission. Also known as a “runaway” episode.

- 4.4 **Bureau of Clinical Resources and Services (BCRS) Invoice Tracking System (BITS)** – The BITS is a web-based application available to both internal DCFS staff and Vendors providing behavioral aide services via secure Internet connection. This system will be used to process and communicate about service request needs, document time worked and prepare invoices to the COUNTY for payment. (currently being created)
- 4.5 **Behavioral Aide Staff** – shall refer to the individuals who work directly with the HR Youth as described by the terms of this contract and SOW.
- 4.6 **Caregiver** – is the person with whom a HR Youth is placed, or their appointed substitute caregiver. For HR Youth placed in group homes, the caregiver are employees of the group home, specifically the employee(s) assigned to the supervision of the HR Youth.
- 4.7 **Child and Family Team (CFT)** – shall be defined as the team comprised of individuals committed to work with and support the HR Youth and the family to meet their needs and achieve their goals. In addition to the HR Youth and their family, the CFT includes the DCFS Children’s Social Worker (CSW), Probation Deputy Probation Officer (DPO) and Behavioral Aide Staff involved in service delivery to the family, other formal supports (i.e. teachers, therapists, health professionals etc.) plus people who are informal (natural, non-paid) support persons including relatives, friends or other community resources. An effective CFT continues the process of engagement with the family, HR Youth and/or caregivers, ensures that services are well coordinated, and provides a process for transparent communication.
- 4.8 **Children’s Social Worker (CSW)** – means an employee of the Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.
- 4.9 **Child Abuse Central Index (CACI)** – a tool for state and local agencies to help protect the health and safety of California's children. Defined in Penal Code sections 11164 through 11174.31, these statutes are referred to as the "Child Abuse and Neglect Reporting Act" or "CANRA". Investigated reports of child abuse are forwarded to the CACI. These reports contain information related to substantiated cases of physical abuse, sexual abuse, mental/emotional abuse, and/or severe neglect of a child. The information in the CACI is available to aid law enforcement investigations, prosecutions, and to provide notification of new child abuse investigation reports involving the same suspects and/or victims. Information also is provided to designated social welfare agencies to help screen applicants for licensing or employment in child care facilities and foster homes, and to aid in background checks for other possible child placements, and adoptions. Dissemination of CACI information is restricted and controlled by statute.

- 4.10 **Client Not Available (CNA)** – CONTRACTOR’s Behavioral Aide Staff arrives for a scheduled shift and the HR Youth and Caregiver are not physically present to receive services.
- 4.11 **Community** – shall be defined as the people, businesses, organizations, and adjacent districts that are active or potential stakeholders in many issues and activities affecting their neighborhood(s) and business(es) in the identified area.
- 4.12 **CONTRACTOR Program Director (CPD)** – means the CONTRACTOR’s designated staff person who shall be responsible for daily management of Contract operations and overseeing the work to be performed by CONTRACTOR as defined in this SOW.
- 4.13 **Core Practice Model** - shall be defined as the shared foundations of practice developed by the County of Los Angeles Department of Children and Family Services, Department of Mental Health and Probation Department that guide the practice of service delivery to a family and community as detailed in Exhibit A-1c.
- 4.14 **Corrective Action Plan (CAP)** – means a document that serves as CONTRACTOR’s commitment to remedy deficiencies in response to findings uncovered during regular contract monitoring or program reviews.
- 4.15 **County Program Manager (CPM)** – means the COUNTY’s designated staff person who will be responsible for administering this Contract and the daily management of this Contract’s operations, and for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 4.16 **Designee** – means staff who acts on behalf of the CONTRACTOR Program Director (CPD) in their absence.
- 4.17 **Episode of Service** – is the approved duration of behavioral aid services that has a start date and time and an end date and time that the service is to be provided. A HR Youth may have multiple episodes of services, if approved.
- 4.18 **High Risk Youth** – Children with high risk behaviors and Non-Minor Dependents (NMD)s under the age of 21 who:
- a. Have an open DCFS case or jointly supervised with Probation; and
 - b. Have developmental delays, severe emotional, mental, medical (medically fragile), or behavioral challenges.
- 4.19 **No-Show (NS)** – CONTRACTOR’s Behavioral Aide Staff failed to arrive for a scheduled shift.

- 4.20 **Non-Minor Dependent (NMD)** – means a young adult age 18-20 that remains in Extended Foster Care (EFC) and are under the jurisdiction of the juvenile court. Young adults who remain in EFC are referred to as a Non-Minor Dependent (NMD) as defined in WIC section 11400(v). This definition includes NMDs served under an agreement between the state and tribes pursuant to WIC section 10553.1 or supervised by Probation.
- 4.21 **Psychiatric Mobile Response Team (PMRT)** – means Psychiatric Mobile Response Teams (PMRT) consists of the Department of Mental Health (DMH) licensed clinical staff assigned to a specific Service Area in Los Angeles County. Teams have legal authority per WIC 5150 and 5585 to initiate applications for evaluation of involuntary detention of individuals determined to be at risk of harming themselves or others or who are unable to provide food, clothing, or shelter as a result of a mental disorder.
- 4.22 **Quality Assurance Plan (QAP)** – The plan developed by the CONTRACTOR which shall be defined as a method of continuous quality assurance and improvement that utilizes the results of periodic reviews and monitoring and immediately modifies processes and procedures taken by the CONTRACTOR to assure that the quality of the service will meet the contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the SOW.
- 4.23 **Restraint** – shall be defined as any intervention that restricts a person from moving freely, including seclusion, physical activity or access to his/her body that is not part of a consented medical diagnosis or treatment. This includes capture and release and hands on walking escort.
- 4.24 **Seclusion** – shall be defined as an intervention where a child and/or HR Youth has his or her movement, activities, and contact with others limited by a caregiver who places the HR Youth in a designated room or part of the facility.
- 4.25 **Serious Incident Reporting “Portal”** – SIR reports will be submitted via the BCRS Invoice Tracking System once it is developed.
- 4.26 **Serious Incident Report (SIR)** – shall be defined as the required written documentation of reportable incidents including, but not limited to: 1) death or injury of a HR Youth; 2) report of maltreatment by the Caregiver to DCFS or law enforcement; 3) hospitalization of a HR Youth; 4) violation of any licensing regulation by the service provider; or 5) a delinquent act by the HR Youth including, but not limited to running away or committing violent acts against persons or property. Whereas, the Contractor provides the report to the County Children’s Social worker/Probation officer and the County Program manager in a timely manner. (See Part D, Section 2.2 for details)

- 4.27 **Service Delivery Site** – shall be defined as the location that Behavioral Aide(s) provide services.
- 4.28 **Service or Services** – shall be defined as the CONTRACTOR’s obligations under this Contract to perform the services specified therein.
- 4.29 **Service Planning Area (SPA)** – shall be defined as one (1) of the eight (8) geographical regions or Children’s Planning Councils in Los Angeles County in order to plan and promote collaboration among residents, private agencies, and public agencies to better support families.
- 4.30 **Shift Cancellation** is when a CONTRACTOR Program Director (CPD) informs County Program Manager (CPM) of a Behavioral Aide Staff is unable to fulfill a scheduled shift.
- 4.31 **Time Sheet** – shall be defined as the daily documentation of the Behavioral Aide(s) Staff start and stop times. The time sheet includes the name of the HR Youth that was served during the shift. (Exhibit A-7)
- 4.32 **Transitional Shelter Care** – shall be defined as a 72-hour transitional residential setting for DCFS HR Youth awaiting placement.
- 4.33 **Underlying Needs** – shall be defined as the causes or conditions behind what drives behavior. Underlying needs are core human desires (need to feel accepted, safe, loved, etc.) and should not be confused with wants (better car, larger house, etc.) or demands (do better in school, stop using drugs, etc.) or services (therapy, anger management classes, etc.). Underlying needs are unique to every person and family and are critical for achieving short and long term success.
- 4.34 **Well-Being** – shall be defined as the optimal emotional, physical, social, psychological, and educational condition of the HR Youth that is often exhibited in a state of being comfortable, healthy, or happy.

5.0 SERVICE GOALS

The goals of Behavioral Aide Services for HR Youth are as follows:

- a. Support the Caregiver to improve and stabilize the HR Youth’s behaviors and placement;
- b. Promote safety, health and well-being; and
- c. To prevent placement disruptions/replacements.

6.0 HOURS OF OPERATION

- 6.1 Administrative Offices: Open Monday through Friday, regular business hours of 8 a.m. to 5 p.m. Pacific Standard Time, excluding holidays.

- 6.2 Referral Access: Shall accept referrals and assign Behavioral Aide Staff 24-hours a day, seven days a week, including holidays.
- 6.3 Behavioral Aide Service provision: Shall provide services as specified within the approved timeframe and hours indicated in the Behavioral Aide Services Request Form (Exhibit A-9).
- 6.4 Troubleshooting:
 - 6.4.1 CONTRACTOR shall have a contact person available to CPM during normal business hours of 8am to 5pm Pacific Standard Time, excluding holidays to address Behavioral Aide staffing issues.
 - 6.4.2 CONTRACTOR shall also have a contact person to be available to their Behavioral Aide Staff and caregivers during hours Behavioral Aide Staff are working, including holidays, in the event of work related issues (staff coverage overlaps, concerns etc.).

7.0 SERVICE DELIVERY SITES

Behavioral Aide Services for HR Youth described hereunder shall be provided throughout the County of Los Angeles at the address where the HR Youth is dwelling or at the site of the child when accompanying the caregiver, including but not limited to the following locations:

- a. Approved Visitation Site
- b. Emergency Shelter Care (ESC)
- c. Exodus Recovery Center
- d. Foster Home
- e. Home of Parent (HOP)
- f. Hospital (Medical)
- g. Group Home – shall be defined as a residential placement for HR Youth with 24/7 supervision by shift staff
- h. Legal Guardian Home
- i. Non-Related Extended Family Member Home
- j. Regional Office
- k. Other Licensed Residential Facilities – The contractor shall provide Behavioral Aides services for STRTP and CTF youth when the Contractor has enough staff that meet Community Care Licensing (CCL) requirements for the requested agency and the staff have been associated with the requesting agency to provide services. In the event the contractor does not have sufficient staff that are associated with requesting agency, the contractor may reject/deny part or all of the request.
- l. Other sites may include outings

8.0 CONTRACTOR STAFF QUALIFICATIONS AND REQUIREMENTS

The CONTRACTOR shall be responsible for securing and maintaining staff that meet the minimum qualifications, experience and expertise as specified herein, to provide the services in accordance with this Statement of Work. CONTRACTOR shall secure and maintain staff in adequate numbers with sufficient qualifications, training and geographic flexibility to successfully provide Behavioral Aide(s) services as needed throughout the County of Los Angeles. The CONTRACTOR shall adhere to Title 22 Division 6, Chapter 8.8, Sections 88264, 88265.2, 88265.3, 88364, 88365.2 and 88365.3 requirements in connection with staff qualifications, requirements, and exceptions.

For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law and as more fully set forth in the Statement of Work, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with DCFS Children in the course of their work, volunteer activity or performance of the Subcontract and shall maintain such records in the file of each such person. The CONTRACTOR shall also adhere to all requirements in connection with required criminal clearances and exceptions.

8.1 CONTRACTOR shall provide Criminal Record Clearance Procedures, Criminal Record Statements and Child Abuse Central Index Checks (CACI).

8.1.1 CONTRACTOR shall ensure that all CONTRACTOR's staff and any Subcontractor's staff have undergone complete criminal clearances and background checks with subsequent arrest notification.

8.1.1.1 Reporting of Subsequent Arrests or Convictions

The CONTRACTOR shall notify the COUNTY Program Manager in writing of any known arrest and/or subsequent conviction, other than for minor traffic offenses, of the following:

- a. Any employee, independent contractor, volunteer staff, or Subcontractor who comes in contact with HR Youth while providing Services under this Contract;
- b. Any adult responsible for administration or direct supervision of staff;
- c. If the CONTRACTOR is a firm, partnership, association, or corporation, the chief executive officer of CONTRACTOR or other person serving in like capacity; and

d. Additional officers of the governing body of the CONTRACTOR or other persons with a financial interest in the applicant, as determined necessary by CDSS and by regulation. Such notice shall be given in writing within one working day of the time such information becomes known to the CONTRACTOR.

8.1.2 The CONTRACTOR shall conduct a background check, criminal record exemptions as applicable for all employees, independent contractors, volunteer staff, or Subcontractors who comes in contact with HR Youth while providing services under this Contract.

8.1.3 CONTRACTOR shall obtain the CACI Check for all staff having contact with HR Youth, and all other persons designated in California Health and Safety Code Section 1522(b). These codes are available at <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

8.1.4 CONTRACTOR shall check the Megan's Law Website at <http://meganslaw.ca.gov> prior to the hiring of any prospective employee(s) or the use of agency independent contractor(s), volunteer(s) or subcontractor(s) who may come in unsupervised contact with any dependent youth in the course of their work, volunteer activity or performance of the subcontract. CONTRACTOR shall maintain records documenting this.

8.1.5 In the event that the CONTRACTOR's staff and Subcontractor's staff have - (CCL Clearance, the DCFS clearance is not needed. However, the CONTRACTOR must provide CPM with CCL Verification number. CCL Clearance must have subsequent arrest notification. The CONTRACTOR must maintain all records for all Staff, Behavioral Aide Staff and Subcontracted Behavioral Aide Staff and it must be available to CPM upon demand.

8.1.6 Background checks are to be conducted and results received by CONTRACTOR prior to Behavioral Aide Staff receiving an assignment to provide contracted services.

8.1.7 CONTRACTOR's staff or Subcontractor's staff that do not pass background checks shall not be allowed to perform work under this Contract.

8.1.8 EVENTS OF DEFAULT

CONTRACTOR's failure to comply with the Criminal Clearance background check and/or the Megan's Law Website database check requirements, with either an exemption or exception to the Criminal Clearance background check for use by the County without prior

written approval from the COUNTY Program Manager, shall be considered an event of default.

8.2 The CONTRACTOR shall not hire any person that poses a conflict of interest or is the subject of any proceeding with DCFS.

8.3 Staffing Qualifications and Requirements

8.3.1 The CONTRACTOR shall comply with all applicable regulations, staffing levels/hours, and qualifications, including, but not limited to the following:

8.3.1.1 Entitlement to Work: CONTRACTOR shall obtain and maintain evidence of entitlement to work in the United States in accordance with the provisions of the Immigration Reform and Control Act.

8.3.1.2 Certifications or Professional Licenses: CONTRACTOR shall obtain and maintain copies of professional certifications or licenses for applicable staff.

8.3.1.3 Identification Badge: CONTRACTOR shall issue a photo identification badge to each Behavioral Aide(s) Staff under this contract. Each badge shall include: Agency Name, Full Name of Behavioral Aide, Title, Signature, Date of Employment, and Photograph of Behavioral Aide. Behavioral Aide Staff shall visibly wear their CONTRACTOR issued badge, while on duty.

8.3.1.4 Behavioral Aide Staff Fact Sheet: Each Behavioral Aide Staff must review and sign the Behavioral Aide Staff Fact Sheet before accepting any work assignment.

8.3.1.5 Tuberculosis (TB) Screening Test: CONTRACTOR shall ensure that all personnel performing services under this Contract are administered a Mantoux PPD Test/chest x-ray not more than one year prior to commencing work under this Contract and every three (3) years thereafter for the duration of the Contract. CONTRACTOR shall maintain copies of TB test results in each employee's personnel folder. Any employee who's skin tests positive must be examined by a physician and found to be free of communicable TB (e.g. chest x-ray) prior to commencing work under this Contract.

8.3.1.6 The CONTRACTOR shall ensure that all staff and volunteers report any health condition that may pose a threat to the health and safety of the DCFS supervised HR Youth.

8.3.1.7 CONTRACTOR's staff shall not perform services while under the influence of any alcoholic beverage, narcotic or other substance which might impair the CONTRACTOR's staff's physical or mental performance.

8.4 Staff Language Requirements

8.4.1 CONTRACTOR shall provide Behavioral Aide(s) Staff who are proficient in both speaking and writing the language(s) of the HR Youth. The CONTRACTOR may comply with this requirement by providing equivalent bilingual resources.

8.4.2 CONTRACTOR shall ensure that all personnel performing services under this Contract are able to read, write, speak, and understand English in order to conduct business with the COUNTY. The ability to read, write, and understand other languages may apply as specified herein. In addition to having competency in English, the CONTRACTOR shall ensure there is access to bilingual staff (Spanish) to meet the language needs of the HR Youth and their caregivers.

8.5 CONTRACTOR shall ensure and document that its staff receives:

8.5.1 Annual assessment of performance (these remain confidential);

8.5.2 Supervision and training relevant to the services they are to provide pursuant to this SOW; and

8.5.3 Policies regarding ethical practices to ensure appropriate interaction with HR Youth, caregivers, and other members of the HR Youth's team.

8.6 CONTRACTOR shall maintain documentation files on all personnel providing services under the Contract. Documentation shall include, but not limited to, copies of resumes, degrees, verification of experience, current criminal clearances, TB test results, and documentation of any health conditions which may pose a threat to the health and safety of HR Youth served.

8.7 CONTRACTOR's Program Director: CONTRACTOR shall appoint a CPD and a designated alternate (Designee) to manage day-to-day contract activities and the delivery of services.

8.7.1 The CPD shall meet the following minimum requirements:

8.7.1.1 A minimum of a Master of Arts degree from an accredited school in Social Work, Psychology, Counseling or related Behavioral Science; and

- 8.7.1.2 A minimum of three (3) years full-time administration experience in an agency providing services to a high risk population.
- 8.7.2 The CPD shall respond to all calls, e-mails and reports regarding CONTRACTOR's performance issues within one business day unless otherwise directed by the CPM.
- 8.7.3 The CPD shall respond to the CPM's requests to meet, address and resolve performance issues and shall be available to attend such meetings as mutually scheduled.
- 8.7.4 The CPD shall investigate any performance issues submitted by the COUNTY and report back to the CPM within a mutually acceptable timeframe, in accordance with the Quality Assurance Monitoring Section of this SOW; or as directed by the CPM.
- 8.7.5 Upon completing an investigation, the CONTRACTOR shall provide a written Corrective Action Plan (CAP) to resolve performance issues as instructed by the CPM, in accordance with the Quality Assurance Monitoring Section of this SOW.
- 8.7.6 Responsibilities of the CPD (or Designee) shall include, but are not limited to:
 - 8.7.6.1 Management and oversight of the work specified in this Contract.
 - 8.7.6.2 Oversee in the management and day-to-day training of staff for this Contract.
 - 8.7.6.3 Coordinate the selection of staff to work with specific HR Youth as needed in an effort to match the HR Youth's needs to the staff's expertise, location and availability.
 - 8.7.6.4 Supervise staff, facilitate staff training, and provide staff with technical program support such as on-site program observation and assistance with behavioral management techniques.
 - 8.7.6.5 Assess the quality of interaction between staff and HR Youth.
 - 8.7.6.6 Assess the quality of interaction between staff and caregivers, service providers and COUNTY staff.

8.7.6.7 Ensure that each Behavioral Aide Staff personnel file contains all required documents and are available upon request to the COUNTY CPM.

- a. Academic Degree or Diploma
- b. CCL Clearance with Subsequent Arrest Notification
- c. TB Results
- d. Current CPR Certificate
- e. Current First Aid Certificate
- f. Other required training certificates as requested by the COUNTY CPM
- g. Behavioral Aide Services Fact Sheet– Signed and dated.

CPD shall make any and all documents available to the COUNTY CPM upon request.

8.8 Behavioral Aide: A Behavioral Aide(s) Staff is an extension of a caregiver who provides supervision of a HR Youth to assist the caregiver in their effort to stabilize the HR Youth. CONTRACTOR shall appoint as many Behavioral Aide(s) Staff as necessary to provide supervision and any other specified services to HR Youth identified in the Behavioral Aide Service Request form submitted by the CPM.

8.8.1 Behavioral Aide Staff shall meet the following minimum requirements:

8.8.1.1 A Bachelors of Arts or Bachelors of Science degree from an accredited school in Education, Counseling, Social Work, Psychology or related Behavioral Science;

8.8.1.2 One-year experience providing service to HR Youth; and

8.8.1.3 Ability to travel to the HR Youth, to provide behavioral aide services.

OR

8.8.1.4 High School Diploma;

8.8.1.5 Three years' experience providing services to HR Youth; and

8.8.1.6 Ability to travel to the HR Youth, to provide behavioral aide services.

8.8.2 Responsibilities of the Behavioral Aide Staff shall include, but are not limited to:

- 8.8.2.1 Behavioral Aide(s) Staff shall provide additional supervision and any other specified services to HR Youth in support of their Safety Plan and Well-Being.
- 8.8.2.2 As part of their regular shift, the CONTRACTOR's Behavioral Aide Staff shall accompany the HR Youth to a Child and Family Team Meeting (CFT) if requested by the HR Youth or family.
- 8.8.2.3 Supervision provided during the HR Youth's sleeping hours must be provided by awake staff, e.g. from 10:00 p.m. to 6:00 a.m.
- 8.8.2.4 Behavioral Aide Staff shall conduct themselves during their shift in a professional manner which supports the emotional health and well-being of the HR Youth in their care. The Behavioral Aide(s) Staff shall not engage in any activity that could be construed as compromising integrity or unethical. The emotional safety and well-being of the HR Youth is foremost.
- 8.8.2.5 Behavioral Aide Staff shall adhere to the following limitations of dress code, which are identified by the COUNTY to keep HR Youth and Behavioral Aide Staff safe and promote child well-being:
 - a. T-shirts or clothing articles that may create a hostile or abusive work environment, such as sexually suggestive cartoons, pictures, or words;
 - b. Pants may not be below the waistline or be low-rise pants showing undergarments;
 - c. Low front tops, halter tops, bare midriffs;
 - d. Beach styled flip-flop sandals;
 - e. Torn, frayed, or ripped clothing;
 - f. Excessively tight fitting or oversized (baggy) garments;
 - g. Visible excessive number of earrings and/or studs; no nose, eyebrow, lips, tongue rings, and/or studs; and
 - h. Tattoos must be reasonably covered (with exception for cultural or religious purposes).

8.9 CONTRACTOR's Agency shall have three (3) years prior experience providing supervision services to HR Youth in any capacity, such as high risk youth support services to youth who present with a range of emotional, behavioral and/or developmental challenges which require closer supervision than is usually provided. These challenges may include, but are not limited to, delinquent, self-injurious, assaultive, severely disruptive, destructive and sexually inappropriate behaviors.

- 8.10 CONTRACTOR shall ensure that Behavioral Aide(s) Staff and any subcontractor's staff receives the following training/informational material:
- 8.10.1 CONTRACTOR shall ensure that Behavioral Aide(s) Staff and any subcontractor's staff receives the following training/informational material prior to assuming responsibility for supervising HR Youth:
- a. First Aid Certification
 - b. CPR Certification
 - c. Child Abuse Reporting
 - d. Welcome Packet (Exhibit A-1)
- 8.10.2 In addition to 8.10.1 above, Behavioral Aide(s) Staff shall receive a minimum of eight (8) hours of training annually.
- 8.10.3 Use of on-line trainings by organizations such as the National Child Traumatic Stress Network is permissible.
- 8.10.4 Other trainings as determined necessary by the COUNTY.
- 8.10.5 All trainings shall be subject to approval by the CPM.
- 8.10.6 Staff will receive credit for training hours by means of certification of completion.
- 8.10.7 The CONTRACTOR shall verify completion of training hours of all staff and will make these records available to the CPM upon request.
- 8.10.8 The CONTRACTOR shall assume responsibility for the cost of training their staff.
- 8.11 The CONTRACTOR shall notify the CPM and any caregiver(s) of all children currently assigned to that Behavioral Aide by e-mail or telephone within one business day if any of the CONTRACTOR's Behavioral Aide(s) Staff are terminated from their employment or are no longer eligible to work with DCFS HR Youth.
- 8.12 CONTRACTOR shall provide the CPM with a Behavioral Aide CONTRACTOR Staff Compliance Report (Exhibit A-2), upon request, which shall include:
- 8.12.1 Full name and background clearance date;
 - 8.12.2 Education, training, and a brief description of the staff's prior experience working with HR Youth; and
 - 8.12.3 CONTRACTOR's Behavioral Aide Staff available work shifts.

- 8.13 CONTRACTOR shall ensure that any and all Subcontractor's staff meet the same requirements listed in this Section 8.0.

PART B: TARGET DEMOGRAPHICS

1.0 HIGH RISK YOUTH RECEIVING SERVICES

- 1.1 HR Youth under the age of 21 whom present a range of emotional, behavioral, and/or developmental challenges which require closer supervision than is usually provided. These challenges may include, but are not limited to, delinquent, self-injurious, assaultive, severely disruptive, destructive, and sexually inappropriate behaviors.
- 1.2 Many of these HR Youth have multiple unmet needs for stability, continuity, emotional support, nurture and performance, as well as having a significant history of multiple placement failures, unresolved emotional trauma and behavioral problems, including defiant and delinquent conduct. Due to the behaviors exhibited by this population, they require very intense supervision.

PART C: COUNTY'S RESPONSIBILITIES

1.0 COUNTY'S ADMINISTRATION

- 1.1 The COUNTY shall designate a CPM, who will be responsible for administering this Contract and the daily management of this Contract's operations, monitoring activities, compliance with the requirements of the Contract and the delivery of services.
- 1.2 The CPM is identified in Exhibit A-11 of the SOW, Administration of Contract, County's Administration.
- 1.3 Overall project coordination between the CONTRACTOR and COUNTY shall be by CPM and the CPD.
- 1.4 The CPM shall have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract and provide technical guidance to ensure the CONTRACTOR meets or exceeds program objectives and requirements.
- 1.5 The CPM shall provide direction to CONTRACTOR in areas relating to DCFS policy, information, and procedural requirements.
- 1.6 The CPM is not authorized to make any changes to the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.

2.0 MONITORING

- 2.1 The COUNTY shall monitor the CONTRACTOR, including but not limited to a review and audit for compliance with this Contract, Statement of Work, and all applicable laws and regulations pertaining to the Behavioral Aide Services for HR Youth Contract.
- 2.2 The COUNTY shall also monitor areas that include, but are not limited to, the following:
 - 2.2.1 Quality assurance inspection at the service delivery site;
 - 2.2.2 Interview of the HR Youth and Caregiver; and
 - 2.2.3 A review of the CONTRACTOR's personnel files, time cards, training hours and etc.
- 2.3 The CONTRACTOR shall make all records available for the COUNTY to review upon request.

PART D: CONTRACTOR'S RESPONSIBILITIES

1.0 CONTRACTOR'S ADMINISTRATION

- 1.1 The CONTRACTOR shall designate a CPD who shall be responsible for daily management of Contract operations and overseeing the work to be performed by CONTRACTOR as defined in this SOW.
- 1.2 The CPD shall have a Designee who acts on behalf of the CPD in their absence. The CPD and Designee are identified in Exhibit A-10, CONTRACTOR's Administration.
- 1.3 The CPD shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with the CPM on a regular basis. This includes teleconferences regarding renewals and service request modifications.
- 1.4 The CPD is responsible for maintaining communication with DCFS, as needed, to address any concerns and/or potential problems in the performance of the requirements of this Contract.
- 1.5 CPD shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.
- 1.6 The CPD shall be responsible for the CONTRACTOR's overall activities as related to this Contract such as coordinating the provision of Behavioral Aide Services to DCFS HR Youth and any responsibilities that are connected to fulfilling the obligations within this Contract.

- 1.7 The CONTRACTOR shall maintain an office with a telephone in the company's name where the CONTRACTOR conducts its business in accordance with the hours of operation. CONTRACTOR's office shall be staffed during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one (1) employee who can respond to inquiries and complaints. In addition, the CONTRACTOR shall provide a schedule of all holidays, weekends, and after-hours and a contact person to receive calls and respond to emergent requests. In the event the CONTRACTOR faces any child safety issue, the CONTRACTOR is to contact the DCFS' Child Protection Hotline at (800) 540-4000.
- 1.8 The CPM shall inform the CPD if there are changes to the schedule, frequency, or duration of the behavioral aide services. The CONTRACTOR is to implement the change by the next scheduled shift. Any variances to the approved frequency and duration of behavioral aide services hours shall not exceed the total weekly hours which have been approved in writing.

2.0 REPORTS AND RECORD KEEPING

- 2.1 The CONTRACTOR shall ensure that each Behavioral Aide Staff receives copies of the Caregiver Behavioral Aide Services Fact Sheet (Exhibit A-1d) and Behavioral Aide Staff Factsheet (Exhibit A-1e) and maintains signed copies for their files.
- 2.2 CONTRACTOR and its staff shall report all incidents including serious behavior incidents, serious injuries, hospitalizations, requests for assistance by Law Enforcement or DMH's First Response Operations Psychiatric Mobile Response Team (PMRT), unauthorized absences (AWOL) by HR Youth, and any incidences of abuse or neglect in accordance with the Child Abuse Reporting laws (WIC 300). These reports shall be made by the CONTRACTOR to the CPM and the CSW by means of a Serious Incident Report (SIR) (Exhibit A-3) in accordance with the following timelines:

INCIDENT TYPE	TIMEFRAME
Allegation of child abuse/neglect:	Immediately or, if after hours, by the next business day
Assault (peer/caregiver/other):	By the next business day
Change of placement:	By the same business day or, if after hours, by the next business day
Detainment	By the same business day or, if after hours, by the next business day
Fatality	Immediately
Fighting	By the next business day
Law enforcement involvement/ Arrest of child:	By the next business day
Law enforcement involvement/ Arrest of caregiver:	Immediately or, if after hours, by the next business day

INCIDENT TYPE	TIMEFRAME
Probation Violation	By the same business day or, if after hours, by the next business day
Property damage	By the next business day
Psychiatric hospitalization	By the next business day
Runaway/AWOL	By the same business day or, if after hours, by the next business day
School suspension/expulsion:	By the next business day
Self-harm/suicide attempt/ Suicidal ideation	By the same business day or, if after hours, by the next business day
Serious injury, major illness/ Accident:	By the next business day
Sexual Misconduct	By the next business day
Substance abuse/possession	By the next business day
Theft	By the next business day

2.2.1 **Serious Incident Report (SIR)** – Please refer to Exhibit A-3. Until such time that the automated BCRS Invoice Tracking System is developed and fully operational, the SIR shall be manually completed and submitted electronically via e-mail to CPM and CSW.

2.2.2 **Serious Incident Reporting “Portal”** – SIR reports shall be submitted via the BCRS Invoice Tracking System once it is developed and fully operational.

2.3 CONTRACTOR shall notify CPM in writing of any change in its key personnel as listed in the Behavioral Aide(s) CONTRACTOR Personnel Roster (Exhibit A-4) at least three (3) business days prior to the proposed change. Such notification shall include the name(s), background, and qualifications of any proposed replacement personnel, which shall be subject to COUNTY approval. CONTRACTOR shall ensure that no interruption of service occurs as a result of any change in personnel.

2.4 **Shift Summary** – The CONTRACTOR shall complete a written Shift Summary (Exhibit A-1f) when requested by CPM and approved by the DCFS Medical Director, or designee.

2.4.1 The Shift Summary shall be completed 15 minutes prior to the end of the shift and submitted to the CPM within two (2) business days.

2.5 The CONTRACTOR shall submit all required and requested reports to the CPM.

3.0 MONTHLY INVOICES

3.1 The CONTRACTOR shall provide the COUNTY with monthly invoices (Exhibits A-5 and A-6) for all services provided pursuant to the Contract within 30 days of the last day of the month in which the service was

rendered. These services shall not exceed the frequency or duration of services approved unless modified in writing by the CPM.

- 3.2 Invoices for services shall be supported by evidence of service delivery indicated by copies of the staff's timesheets. Timesheets shall clearly and legibly indicate the name of the HR Youth supervised, the duration of the period of supervision, and the location of the services delivered (Exhibit A-7). Specify only the hours worked, lunch breaks will not be compensated. Caregivers will verify via signature, the start and end times of each shift worked by Behavioral Aide(s) Staff. Caregiver's signatures are to be obtained at the end of each shift worked. CONTRACTOR shall ensure that each invoice and timesheet is accurate.
- 3.3 In the event of a Client Not Available (CNA) when the CONTRACTOR's Behavioral Aide Staff arrive for their scheduled shift, CONTRACTOR is entitled to bill the COUNTY for two (2) hours, provided the Behavioral Aide waits a minimum of 30 minutes at the service site, to ensure clients are not merely delayed.
- 3.4 In the event of the CONTRACTOR's Behavioral Aide Staff exhibiting patterns (2 or more incidents) of late arrivals to their scheduled shift without prior notification, the COUNTY shall issue a User Complaint Report (UCR) (Exhibit A-8) and require a CAP from CONTRACTOR. If the pattern persists and 2 UCRs are issued for the same type of incident, the COUNTY shall impose a \$100 penalty against the CONTRACTOR's invoice per subsequent UCRs issued thereafter.
- 3.5 Until such time that the BCRS Invoice Tracking System is developed and fully operational, the CONTRACTOR shall submit monthly 'soft-copy' invoices (via secured e-mail) to the CPM. The CONTRACTOR shall format the invoices in a manner determined by the COUNTY and the CPM. Monthly invoices shall include: Invoice Summary, Individual HR Youth Invoices, and full page, legible copies of the employee's timesheets. (Exhibits A-5, A-6, A-7).
 - 3.5.1 E-mail: DCFS-BCRSD-Billings@dcfs.lacounty.gov
- 3.6 The CPM shall review the CONTRACTOR's invoice within 30 days of receipt of the invoice and notify the CONTRACTOR of any discrepancies noted on the invoice in writing. The CONTRACTOR shall be provided one (1) business week to provide any additional documentation to address the discrepancies.
- 3.7 The CPD is responsible to review all invoices for accuracy and compliance to the stipulations listed herein this SOW. In the event of errors and discrepancies, DCFS shall require a CAP, in order to mitigate further errors in invoicing.

- 3.8 The CPM shall provide the CONTRACTOR with a final written report itemizing any deductions from the invoice, including the name of the client, the date of service, the amount of the deduction and the reason for the deduction.
- 3.9 The Bureau of Clinical Resources and Services (BCRS) Invoice Tracking System (BITS) is a web-based application anticipated to be developed and fully operational in the near future. Once live, the CONTRACTOR shall have internet access and implement utilization of BITS to process and communicate service request needs, document time worked, and prepare invoices to the COUNTY for payment.

4.0 QUALITY ASSURANCE MONITORING

- 4.1 Contactor shall establish and maintain a comprehensive Quality Assurance Plan (QAP) to monitor, evaluate and assure the requirements of the Contract are met. The QAP must be provided to the CPM within ten (10) calendar days of the Contract start date for review and approval; and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to, the following described in the subsequent subsections.
- 4.2 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 4.3 Methods for ensuring uninterrupted service to the COUNTY in the event of a strike by either party's employees or any other potential disruption of service.
- 4.4 Methods for ensuring uninterrupted service to the COUNTY in the event that CONTRACTOR does not have an adequate number of staff available at the time of service need, e.g., use of subcontractors, etc.
- 4.5 Documentation of its scheduled monitoring and evaluation activities.
- 4.6 An identified monitoring system covering all the services listed in the SOW, as well as methods for identifying and preventing deficiencies in the quality of services. The following factors must be included in the QAP:
 - a. Activities to be monitored to ensure compliance with all SOW requirements;
 - b. Monitoring methods to be used;
 - c. Frequency of monitoring;
 - d. Samples of forms to be used in monitoring;
 - e. Title of personnel performing monitoring functions; and
 - f. File of all monitoring results, including any CAP.

- 4.7 CONTRACTOR shall: 1) notify the CPM within one (1) hour of any difficulty, problem or incident which may impact or delay the progress of completion of the service delivery; and 2) work with the CPM to resolve such issues to avoid further problems.
- 4.8 CONTRACTOR shall work with the CPM to quickly resolve any issues that emerge regarding the CONTRACTOR's performance.
- 4.9 The CPM will monitor the CONTRACTOR's performance in accordance with the following:

4.9.1 COUNTY's Quality Assurance Plan:

After contract award, the COUNTY or its agent will evaluate the CONTRACTOR's performance under the contract on a periodic basis. Such evaluation will include assessing CONTRACTOR's compliance with all terms in the Contract and performance standards identified in the Statement of Work. CONTRACTOR's deficiencies which the COUNTY determines are severe or continuing and that may jeopardize performance of the Contract may be reported to the COUNTY's Board of Supervisors. The report will include improvements/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the CAP, the COUNTY may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

4.9.2 Performance Outcome Measures Summary and Actions for Unmet Performance Outcomes, outlined in Part G on this SOW.

- 4.10 If service delivery is deficient or Contract requirements are not met, the CPM will notify CPD by phone, e-mail, written notice, and/or User Complaint Report (Exhibit A-8). CONTRACTOR shall respond within 48 business hours of receipt.
- 4.11 CONTRACTOR shall produce CAP as requested and, if applicable, shall note within monthly reports any changes to internal processes, policies or procedures required to comply with any CAPs.

5.0 DATA COLLECTION AND INFORMATION TECHNOLOGY

- 5.1 The CONTRACTOR shall collect, manage, and submit data as directed by the COUNTY to demonstrate outcomes inclusive of any new guidelines set forth by DCFS. The CONTRACTOR shall work with the COUNTY to develop and implement tracking systems which include: participant characteristics and demographics; collection and reporting of data on the outcomes and objectives; method of monitoring the quality of services

provided; and survey instruments. CONTRACTOR shall perform data entry to support these activities.

- 5.2 The CONTRACTOR shall cooperate with the COUNTY in the collection of data by DCFS related to the permanency goals specified herein. The data collected should evaluate the link between performance of the Behavioral Aide service provider, the recommendation of DCFS, and the stability of HR Youth in placement. The data analysis should include a consideration of barriers that may have interfered with the performance and outcome goals.
- 5.3 The CONTRACTOR shall, upon the development and completion of the Bureau of Clinical Resources and Services (BCRS) Invoice Tracking System (BITS), have internet access and anticipate utilization of BITS. BITS will be a web-based application available to both internal DCFS staff and Vendors providing behavioral aide services. This system will be used to process and communicate about service request needs, document time worked, and prepare invoices to the COUNTY for payment.

PART E: REFERRAL, COMMENCING AND EXTENSION OF SERVICES

1.0 REFERRAL

- 1.1 CONTRACTOR shall be able to receive referrals for services from the CPM 24 hours a day, seven days a week.
 - 1.1.1 If CONTRACTOR determines that they are unable to provide One to One Behavioral Aide Services to a youth that has been referred for the service, the CONTRACTOR shall:
 - a. Immediately notify the CPM and the child's/youth's CSW.
 - b. Provide a detailed written explanation that may be submitted by e-mail from CONTRACTOR's designee to the CPM or his/her designee within 24 hours.
- 1.2 The CPM will send a Behavioral Aide Services Request Form (Exhibit A-9) via e-mail confirming initiation and request for services to the CONTRACTOR. This request for services will document the HR Youth's:
 - a. Known Risk Behaviors;
 - b. Other Risks;
 - c. Preferred Gender of Behavioral Aide;
 - d. Parameters of services (approved number of hours, time, start date, and end date of services); and
 - e. Strengths.
- 1.3 The CONTRACTOR shall acknowledge receipt of Behavioral Aide Service Request Form by notifying the CPM within one hour via e-mail and as situations merit by telephone.

- 1.4 The CONTRACTOR will provide services to the HR Youth as soon as possible, not to exceed 24 hours from the requested shift start time according to the hours and duration specified on the Behavioral Aide Service Request.
- 1.5 Staff Deployment: CONTRACTOR shall inform assigned Behavioral Aide Staff of pertinent information which include, but are not limited to the following:
 - 1.5.1 Demographics of the HR Youth: Name, Age, Gender, address, Caregiver name and contact information;
 - 1.5.2 Approved shift hours; and
 - 1.5.3 The summary of HR Youth's Behaviors.

2.0 COMMENCING SERVICES

- 2.1 At the time of the commencement of Behavioral Aide Services for HR Youth, the CONTRACTOR's Behavioral Aide Staff will provide the Caregiver with the Caregiver Behavioral Aide Services Fact Sheet (Exhibit A-1d) for review and signature. The Behavioral Aide Staff will scan and e-mail the signed Caregiver Behavioral Aide Services Fact Sheet to their CPD. CPD shall make the Caregiver Behavioral Aide Services Fact Sheet available to CPM upon request.
- 2.2 In the event that the CONTRACTOR's Behavioral Aide Staff arrives to their scheduled shift and finds that the CNA (the HR Youth and Caregiver) due to an AWOL, hospitalization, family emergency or unforeseen absence, the Behavioral Aide Staff shall contact the Caregiver and the CPD via telephone immediately. The Behavioral Aide Staff shall remain at the shift location for at least 30 minutes unless alternate instructions were given by Caregiver or CPD.
- 2.3 In the event that the CONTRACTOR's Behavioral Aide Staff is a No-Show for an assigned shift, the Caregiver is to communicate with the CPD. The CPD is expected to fulfill the remainder of the shift with an alternate Behavioral Aide Staff.
- 2.4 If the CONTRACTOR's Behavioral Aide Staff fails to arrive for their shift (without notification) and CONTRACTOR cannot provide an alternate to fulfill the remainder of the shift within an hour of notification of the No-Show, the County shall issue a UCR. The CONTRACTOR shall be responsible for conveying the HR Youth's treatment needs to the substitute Behavioral Aide(s) Staff. In the event of the CONTRACTOR's Behavioral Aide Staff exhibiting patterns (2 or more incidents) of No-Show events to their scheduled shift, the COUNTY shall issue a UCR and require a CAP from

CONTRACTOR. If the pattern persists and 2 UCRs are issued for the same type of incident, the COUNTY shall impose a \$100 penalty against the CONTRACTOR's invoice per subsequent UCR issued thereafter.

3.0 EXTENSION (RENEWAL) OF SERVICES

- 3.1 The duration of services as described in this Contract is time limited and must not exceed the period of time for which they are authorized. If additional behavioral aide(s) services are deemed necessary by the HR Youth's team, the CSW shall initiate a request for an extension (renewal) of Behavioral Aide(s) services. Extended services (to extend beyond the initial period authorized) require a new Behavioral Aide Service Request Form. Commencement of these services shall not begin until the new extension is approved and the CPM sends a Behavioral Aide Service Request Form to CPD.
- 3.2 At the time an extension of services is made, the CPM will review the HR Youth's need for additional behavioral aide(s) services and may suggest approval of an increased or decreased amount of time or a change in the setting in which the services are to be rendered.

4.0 SPECIAL CIRCUMSTANCES

- 4.1 In the event of a medical or life threatening emergency involving the HR Youth or Caregiver, the CONTRACTOR's Behavioral Aide Staff is expected to dial 911. Afterwards the CONTRACTOR's Behavioral Aide Staff is expected to contact the CPD for further instructions. Each incident shall be followed up with a Serious Incident Report (SIR), completed in accordance with the SIR provisions and guidelines provided in Part D, Section 2.0 of this SOW.
- 4.2 A change in CONTRACTOR's Behavioral Aide Staff assignment may be requested by the CONTRACTOR only if the HR Youth makes a threat or harms the Behavioral Aide Staff. Each incident shall be followed up with a Serious Incident Report (SIR), completed in accordance with the SIR provisions and guidelines provided in Part D, Section 2.0 of this SOW.
- 4.3 As CPM becomes aware of circumstances where there is a break in approved services, such as the HR Youth's vacation, hospitalization (psychiatric or medical), or change in placement etc., CPM will notify CPD when services are expected to resume.
- 4.4 The COUNTY shall require the CONTRACTOR to remove an identified Behavioral Aide Staff from the rotation of providing behavioral aide services to DCFS HR Youth under certain circumstances. CPD shall implement this request immediately upon receipt of notification.

PART F: SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS AND ACTIONS FOR UNMET PERFORMANCE OUTCOMES

The CONTRACTOR shall provide services that support a safe environment and promotes the safety and well-being of each HR Youth and NMD. Moreover, the CONTRACTOR shall support the Caregiver to improve and stabilize the HR Youth's behaviors and placement to prevent placement disruptions. Specifically, the CONTRACTOR shall provide all deliverables and tasks described in this Contract and SOW, including, but not limited to any tasks associated with meeting the Program Goals listed in this SOW. In addition, the CONTRACTOR shall meet or exceed the performance targets described on each Performance Outcome Measure Summary which follows below (Performance Outcome Measure Summary, Part G of this SOW).

The CONTRACTOR shall provide behavioral aide services to HR Youth within the boundaries of Los Angeles County, with the option to provide behavioral aide services to HR Youth placed in neighboring contiguous counties to Los Angeles. These structured activities align with the Core Practice Model concept of Teaming: It is the practice of building and strengthening the child and family's support system, whose members meet, communicate, plan together, and coordinate their efforts in a unified fashion to address critical issues/needs.

Throughout the term of this Contract, DCFS will monitor the CONTRACTOR's performance. Any failure by the CONTRACTOR to comply with the terms of this Contract, including any failure to meet or exceed the performance targets described on each "Performance Outcome Measure Summary" which follows below, may result in COUNTY's termination of the whole or any part of the Contract, or initiate any other remedy specified in the Contract.

1.0 SERVICE TASKS

- 1.1 Unless specified by the CPM, the CONTRACTOR will assign one (1) Behavioral Aide Staff member per shift to each HR Youth for whom these services are approved.
- 1.2 The CONTRACTOR shall make every attempt to ensure consistency of staffing for each HR Youth by assigning the same Behavioral Aide Staff or group of Staff to each HR Youth whenever possible, unless requested by the CPM to change Behavioral Aide Staff.
- 1.3 If the Caregiver leaves the premises where the CONTRACTOR's Behavioral Aide(s) Staff is left alone and delivering services, the CONTRACTOR's Behavioral Aide(s) shall make attempts to contact Caregiver immediately and shall contact the CPD immediately. The CONTRACTOR shall contact the CPM immediately and follow directives provided by the CPM. The CONTRACTOR shall file a Serious Incident Report (SIR), in accordance with Part D, sub-section 2.2.1 of this SOW, with the CPM and CSW within two hours of receipt of the information by the CONTRACTOR's Behavioral Aide(s) Staff.

- 1.4 CONTRACTOR's Behavioral Aide Staff shall engage in activities as a means of assisting the Caregiver in supervising the assigned HR Youth which include, but are not limited to the following:
 - 1.4.1 Observing and identifying the HR Youth's "triggers" for maladaptive behaviors;
 - 1.4.2 Supporting the Caregiver in their attempt to engage and comfort the HR Youth;
 - 1.4.3 Assist the Caregiver to understand, calm, and redirect the HR Youth;
 - 1.4.4 Support the Caregiver to a peaceful resolution if the HR Youth becomes assaultive towards others, engages in self-harming behaviors, or engages in property destruction;
 - 1.4.5 Seek to understand the individual HR Youth's underlying needs; and
 - 1.4.6 Assist the Caregiver in intervening and maintaining a safe and nurturing environment.
- 1.5 The CONTRACTOR's Behavioral Aide(s) Staff is prohibited from violating the foster youth's rights pursuant to California Welfare and Institutions Code Section 16001.9., and any future revisions which can be found from the following website:
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC§ionNum=16001.9
- 1.6 In the event that the CONTRACTOR's Behavioral Aide(s) Staff is required to drive their own vehicle from one location to another during their regularly assigned shift in order to perform the duties described in this Contract, the CONTRACTOR shall reimburse the Behavioral Aide(s) Staff for mileage at the mileage reimbursement rate established by Federal guidelines as indicated on the following website:
<https://www.irs.gov/uac/newsroom/2016-standard-mileage-rates-for-business-medical-and-moving-announced>.
 - 1.6.1 At the discretion of the Caregiver, the CONTRACTOR's Behavioral Aide(s) Staff may accompany the Caregiver and HR Youth in the Caregiver's vehicle or alternative mode of transportation on excursions outside of the placement.
 - 1.6.2 The CONTRACTOR's Behavioral Aide(s) Staff shall not transport any Caregiver or HR Youth.
- 1.7 The CONTRACTOR's Behavioral Aide(s) Staff is required to comply with all rules and procedures of the facility in which the CONTRACTOR's

Behavioral Aide Staff is asked to provide behavioral support services, including signing in and out of a log.

- 1.8 The CONTRACTOR is responsible to obtain the emergency intervention plan (if the HR Youth is in a group home) or safety plan developed by the HR Youth's team. The CONTRACTOR shall acknowledge receipt of the plan by requiring all Behavioral Aide(s) Staff assigned to the HR Youth sign the plan and retain it on file.
- 1.9 The CONTRACTOR's Behavioral Aide(s) Staff shall not use or participate in the use of any type of physical restraint on a HR Youth under supervision.
- 1.10 The CONTRACTOR's Behavioral Aide Staff(s) shall not be designated as a visitation monitor for court ordered monitored visits for the HR Youth.
- 1.11 The CONTRACTOR shall provide the services specified in this Contract. The CONTRACTOR shall collaborate with the COUNTY to ensure that the appropriate number of staff with the geographic proximity to serve the needs of DCFS HR Youth are in place to provide services as needed.

PART G: PERFORMANCE OUTCOME MEASURE SUMMARY AND ACTIONS FOR UNMET PERFORMANCE OUTCOMES

1.0 SAFETY

PROGRAM OUTCOME MEASURE SUMMARY - SAFETY			
PROGRAM OUTCOME GOALS: Promote safety, health, and well-being to ensure that the children/ HR Youth/NMD's are free from harm, abuse and neglect for the duration of the Contract as specified in California Penal Code 11165.1-11165.6 and WIC 300-304.7.			
OUTCOME INDICATORS	DATA AND REPORTING SOURCES	PERFORMANCE OUTCOMES	COUNTY ACTIONS FOR UNMET PERFORMANCE OUTCOMES
Reports of substantiated allegations of child abuse and neglect against CONTRACTOR	Child Welfare System/Case Management System (CWS/CMS) Referral History	100% of HR Youth will be free from substantiated allegations of abuse or neglect while supervised by Behavioral Aide Staff.	Substandard performance will be documented by User Complaint Reporting (UCR) and shall result in implementation of a Corrective Action Plan (CAP), and Review Conference, or Contract Termination.
CONTRACTOR shall report any and all suspicions of child abuse and neglect made known to them.	Contract Monitoring Investigative Reports Special Incident Reports (SIR) Interviews with Youth	100% of suspected child abuse and neglect incidents shall be reported to the Child Protection Hotline and/or appropriate law enforcement agency.	For each UCR received that indicates that the CONTRACTOR is not in compliance with paragraphs Part A Sections 5 through 8.13, Part B, Part D Sections 1 through 5, and Part E Sections 1 through 4 of the SOW, and /or any other provisions of the Contract, CONTRACTOR shall provide COUNTY with a written CAP within 24 hours with an explanation of the problem and the plan for correcting the problem, which is subject to COUNTY approval.
CONTRACTOR shall report any and all SIRs that occur under the CONTRACTOR's Behavioral Aide Supervision.	User Complaint Reports (UCR)	100% of serious incidents involving HR Youth supervised in accordance with this Contract shall be reported to the CPM and the HR Youth's Children's Social Worker (CSW) in accordance with timeframes listed in SOW.	The COUNTY shall impose a single deduction from the CONTRACTOR'S invoice in the amount of \$100 when the following occurs: 1) For each UCR over two (2) submitted in a twelve-month period that indicates that the CONTRACTOR is not in compliance with paragraphs

			<p>Part A Sections 5 through 8.13, Part B, Part D Sections 1 through 5, and Part E Sections 1 through 4 of the SOW, and /or any other provisions of the Contract; or</p> <p>2) Each CAP submitted by CONTRACTOR that does not meet with the COUNTY's approval.</p>
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2.0 WELL-BEING

PROGRAM OUTCOME MEASURE SUMMARY – WELL-BEING			
PROGRAM OUTCOME GOALS: To improve the child/ HR Youth/NMD's level of functioning in the areas of mental health and social behavior. To support the Caregiver to improve and stabilize the HR Youth's behaviors and placement to prevent frequent replacements.			
OUTCOME INDICATORS	DATA AND REPORTING SOURCES	PERFORMANCE OUTCOMES	COUNTY ACTIONS FOR UNMET PERFORMANCE OUTCOMES
Improved placement stability	<p>SIRs</p> <p>CWS/CMS records; placement history</p> <p>CFT/Team meeting progress notes</p> <p>User Complaint Reports (UCR)</p>	<p>100% of SIRs shall be completed within the required time frames.</p> <p>At least 80% of HR Youth will not require immediate replacements or hospitalizations.</p> <p>Reduction in the number of Behavioral Aide hours as child/ HR Youth/ NMD and caregivers demonstrate greater ability to manage high risk behaviors.</p>	<p>Substandard performance will be documented by User Complaint Reporting (UCR) and shall result in implementation of a CAP, and Review Conference, or Contract Termination.</p> <p>For each UCR received that indicates that the CONTRACTOR is not in compliance with paragraphs Part A Sections 5 through 8.13, Part B, Part D Sections 1 through 5, and Part E Sections 1 through 4 of the SOW, and /or any other provisions of the Contract, CONTRACTOR shall provide COUNTY with a written CAP within 24 hours with an explanation of the problem and the plan for correcting the problem, which is subject to COUNTY approval.</p> <p>The COUNTY shall impose a single deduction from the</p>

			<p>CONTRACTOR'S invoice in the amount of \$100 when the following occurs:</p> <p>1) For each UCR over two (2) submitted in a twelve-month period that indicates that the CONTRACTOR is not in compliance with paragraphs Part A Sections 5 through 8.13, Part B, Part D Sections 1 through 5, and Part E Sections 1 through 4 of the SOW, and /or any other provisions of the Contract; or</p> <p>2) Each CAP submitted by CONTRACTOR that does not meet with the COUNTY's approval.</p>
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CONTRACTOR shall cooperate with the COUNTY in the collection of data by DCFS related to the performance goals specified herein. The data to be collected should evaluate the link between performance of the behavioral aide service provider, the recommendation of DCFS and the stability of the placement supports. The data analysis should include a consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them.



PHILIP L. BROWNING
Director

BRANDON NICHOLS
Chief Deputy Director

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

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

Board of Supervisors
HILDA L. SOLIS
First District
MARK RIDLEY-THOMAS
Second District
SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

Behavioral Aide Staff

Welcome Packet

- a California Mandated Reporting Guidelines
- b Foster Youth Bill of Rights Personal Rights of Foster Youth
- c Our Shared Foundations of Practice: *Department of Children and Family Services, Department of Mental Health, Probation Department* (Shared Core Practice Model Summary)
- d Caregiver Behavioral Aide Services Fact Sheet
- e Behavioral Aide Staff Fact Sheet

"To Enrich Lives Through Effective and Caring Service"

CALIFORNIA MANDATED REPORTING EASY STEPS...

WHAT MUST BE REPORTED and HOW TO REPORT!

What Must be Reported:

Any of the below acts involving anyone under the age of 18:

- Physical Abuse
- Sexual Abuse
- Emotional Abuse
- Neglect

The mandated reporter must only have *reasonable suspicion* that a child has been mistreated; no evidence or proof is required prior to making a report.

The case will be further investigated by law enforcement and/or child welfare services.

How to Report:

By Phone: Immediately, or as soon as possible, make a telephone report to child welfare services and/or to a Police or Sheriff's department.

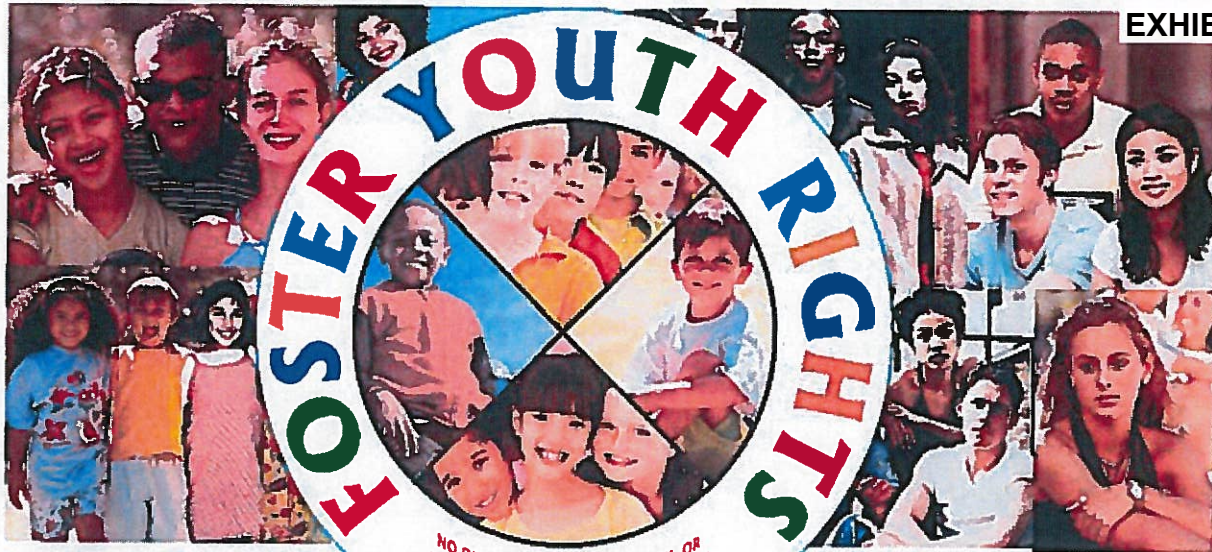
1. Child Welfare Services phone # _____
2. Police Department phone # _____
3. Sheriff's Department phone # _____

In Writing: Within 36 hours, a written report must be sent, faxed or submitted electronically. The written report should be completed on a state form called the 8572, which can be downloaded at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf

Other information:

- Safeguards for Mandated Reporters:
 - The Child Abuse and Neglect Reporting Act (CANRA) states that the name of the mandated reporter is strictly confidential, although it is provided to investigative parties working on the case.
 - Under state law, mandated reporters cannot be held liable in civil or criminal court when reporting as required; however, under federal law mandated reporters only have immunity for reports made in good faith.
- Failure to report:
 - Failure to report concerns of child abuse or neglect is considered a misdemeanor and is punishable in California by six months in jail and/or up to a \$1,000 fine.
- For the complete law and a list of mandated reporters refer to California Penal Codes 11164-11174.3.

This document and Mandated Reporting information can be found at
www.mandatedreporterca.com



YOU have RIGHTS too!

YOU HAVE THE RIGHT TO LIVE IN A SAFE, COMFORTABLE HOME WITH:

- ◆ enough clothes and healthy food
- ◆ your own place to store your things
- ◆ an allowance (if you are in a group home)
- ◆ a phone that you can use to make confidential calls (unless a judge says you cannot)

YOU HAVE THE RIGHT TO:

- ◆ be treated with respect
- ◆ go to religious services and activities of your choice
- ◆ send and get unopened mail (unless a judge says someone else can open your mail)
- ◆ contact people who are not in the foster care system (like friends, church members, teachers, and others)
- ◆ make contact with social workers, attorneys, probation officers, CASAs, foster youth advocates and supporters, or anyone else involved with your case
- ◆ be told about your placement by your social worker or probation officer

NO ONE CAN:

- ◆ lock you in a room or building (unless you are in a community treatment facility)
- ◆ abuse you physically, sexually or emotionally for any reason
- ◆ punish you by physically hurting you for any reason
- ◆ look through your things unless they have a good and legal reason

YOU HAVE RIGHTS AT COURT TOO. YOU CAN:

- ◆ go to court and talk to the judge
- ◆ see and get a copy of your court report and your case plan
- ◆ keep your court records private, unless the law says otherwise
- ◆ be told by your social worker or probation officer and your attorney about any changes in your case plan or placement

YOU HAVE HEALTH RIGHTS. YOU CAN:

- ◆ see a doctor, dentist, eye doctor, or talk to a counselor if you need to
- ◆ refuse to take medicines, vitamins or herbs (unless a doctor or judge says you must)
- ◆ if you are 12 years old or older, you have the right to information about your sexual health in a way that you understand it. This includes learning about the way sexually transmitted infections and diseases (STDs) are spread and how you can prevent them; how you can prevent pregnancy and what to do if you are pregnant

BEING TREATED DIFFERENTLY

If you feel you are being harassed or discriminated against because of your sex, race, color, religion, sexual orientation, ethnic group, ancestry, national origin, gender identity, mental or physical disability or HIV status, or for any other reason, you should call the Foster Care Ombudsman Help-line for assistance.

YOU HAVE SCHOOL RIGHTS. YOU CAN:

- ◆ go to school every day
- ◆ go to after-school activities right for your age and developmental level

Remember your rights.

Also remember that the foster parent's or group home's job is to supervise you and keep you safe and healthy.

YOU HAVE THE RIGHT TO DO SOME THINGS ON YOUR OWN. YOU CAN:

- ◆ have your own emancipation bank account (unless your case plan says you cannot)
- ◆ learn job skills right for your age
- ◆ work, unless the law says you are too young
- ◆ manage the money you earn (if right for your age, developmental level and it's in your case plan)
- ◆ go to Independent Living Program classes and activities if you are old enough

YOU HAVE FAMILY RIGHTS TOO.

YOU CAN:

- ◆ visit and contact your brothers and sisters (unless a judge says you cannot)
- ◆ contact parents and other family members, too (unless a judge says you cannot)

YOU HAVE OTHER RIGHTS TOO. YOU CAN:

- ◆ tell the judge how you feel about your family, lawyer, and social worker
- ◆ tell the judge what you want to happen in your case
- ◆ have your own lawyer
- ◆ live with a family member if that would be a safe place
- ◆ call the Foster Care Ombudsman Office and Community Care Licensing at any time
- ◆ get help with school if you need it

Call the FOSTER CARE OMBUDSMAN at:

1-877-846-1602 (It's a free call!)

Remember: What you tell us is private (except in certain circumstances).

Or, write to us at:
Foster Care Ombudsman
744 P Street, MS 8-13-25
Sacramento, CA 95814

Or, fill out the "Complaint Page" on our website:
www.fosteryouthhelp.ca.gov
Or, send us e-mail:
fosteryouthhelp@dss.ca.gov

The Office of the State Ombudsman wishes to thank the Los Angeles Affiliate of the National Association of Counsel for Children for their pioneering efforts to inform youth of their rights in the juvenile system. The Office of the State Ombudsman wishes to thank the Center for Families, Children & the Courts, Administrative Office of the Courts, for their assistance with printing and distribution.



STATE OF CALIFORNIA ◆ HEALTH AND HUMAN SERVICES AGENCY ◆ DEPARTMENT OF SOCIAL SERVICES

FCYB 3/06 (11/15)

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-care 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 any individual child must be approved by COUNTY Program Director on a case by case basis. These rights include the following:

- 1) 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 his/her choice to have visits from the spiritual advisor of his/her 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)
- 2) The right to adequate living conditions.
 7. The home must meet licensing standards.

19. Residents have the right to contact their COUNTY social worker regarding receiving or rejecting medical care or health related services. 80072(a)(9)
- 4) The right to fair treatment in administering rewards and punishments.
 20. 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's 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.
 21. 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.
 22. Residents have a right to file a complaint with the facility, as specified in Section 84072(b)(11).
- 5) The right to contact with family members, COUNTY social workers, attorneys, Court Appointed Special Advocates and other designated adult supporters.
 23. 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 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 resident's authorized representative(s). 84072(b)(11)
 24. 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. 84072(b)(11)(c)
 25. Residents shall send and receive unopened correspondence, including court reports, unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)

- Reprise 23. 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 of 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)
- Reprise 25. Residents shall send and receive unopened correspondence unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)
- 9) The right to adequate clothing.
33. Residents shall possess their own clothes. 84072(b)(6)
- 10) The right to a reasonable allowance.
34. Residents shall be provided an allowance no less frequently than once per month unless regulatory exception criteria are met. 84077(a)(2)
35. Residents shall possess and use their own cash resources except as specified in Section 84026. 84072(b)(8)
36. 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)
37. Resident's cash resources, including allowances, shall not be used for any basic services specified in the regulations such as toilet articles or basic clothing needs. 80026(f)

Our Shared Foundations of Practice
Department of Children and Family Services, Department of Mental Health, Probation Department

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

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

Shared Values and Guiding Principles

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

The Practice Wheel: Our Shared Core Practice Model in Action

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

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





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DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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Fifth District

Caregiver Behavioral Aide Services Fact Sheet

Behavioral Aide services are designed to provide assistance to caregivers of high needs youth. These services help to stabilize youth in placement and decrease high risk behaviors. Caregivers caring for youth requiring a Behavioral Aide must be willing to agree to the following:

1. Caregivers must remain on the premises with the youth and Behavioral Aide at all times.
2. Caregivers must verify the Behavioral Aide's timesheets and sign at the end of the shift to validate accuracy.
3. Caregivers must never sign a timesheet in advance of completed work shift.
4. Caregivers must provide the Behavioral Aides' Contractor Program Director (CPD) 24 hours advance notice to cancel Behavioral Aide services. In cases of emergency, caregivers must contact CPD as soon as possible regarding any delays or cancellations to scheduled shifts.
5. Caregivers must notify the Behavioral Aide's CPD when a Behavioral Aide is over 30 minutes late or fails to show up for a scheduled shift, without proper notification.
6. Caregivers must participate in monthly Behavioral Aide renewal teleconferences (if applicable) as scheduled and arranged by the County.

By signing this form, you agree to all of the above.

Caregiver's Name (Print)

Youth Name (Print)

Caregiver's Signature

Date

"To Enrich Lives Through Effective and Caring Service"



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Behavioral Aide Staff Fact Sheet

Behavioral Aide services are designed to provide assistance to caregivers of youth with very high needs. The services help to stabilize youth in crisis or transition and help to decrease high risk behaviors in youth. The following facts are intended to help Behavioral Aides understand the parameters and the County's expectation when working with youth under DCFS supervision.

1. Behavioral Aides must completely review the "DCFS Service Request" prior to working with all assigned youth.
2. Behavioral Aides are to provide additional supervision to High Risk Youth (youth) supervised by the Department of Children and Family Services and can interact with the youth during the assigned shift.
3. Behavioral Aides must wear their agency ID badge at all times when working with DCFS youth.
4. Behavioral Aides shall start their shift on time. In the event that an aide is running late or is unable to work the scheduled shift, the Behavioral Aide must contact the caregiver and the Contractor's CPD immediately so that alternate arrangements can be made if necessary.
5. Behavioral Aides shall not assist caregiver's with any manner of discipline for DCFS youth including the physical restraint of a DCFS youth.
6. Behavioral Aides are a support to the caregiver and are not to be left alone with DCFS youth.
7. Behavioral Aides are mandated reporters and are required to contact the Child Abuse Hotline at (800) 540-4000 if child abuse/neglect is suspected.
8. Behavioral Aides must adhere to the dress code (provided in the SOW) when working with DCFS youth.
9. Behavioral Aides must report time accurately on their timesheets. Caregiver's will sign and date the Behavioral Aides' time sheet at the end of every shift as verification of time worked. Under no circumstances should a timesheet be signed in advance of time worked.
10. Behavioral Aides shall report all Serious Incidents as described in the Statement of Work immediately to their Program Manager.

Behavioral Aide Name Print

CPD Name Print

Behavioral Aide Signature

CPD Signature

Date Received

Date discussed with Behavioral Aide

"To Enrich Lives Through Effective and Caring Service"

BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH Shift Summary

Date of Completion		Shift Date	
Behavioral Aide's Name		Shift Schedule/Hours	
Youth's Name			
<p>Please describe the youth's behaviors needing your intervention during this shift, including when they awake during the night.</p>			
<p>How many times did you need to intervene?</p> <p>What interventions did you use with the youth during this shift?</p>			
<p>Were the interventions effective in stopping or preventing an unsafe or disruptive behavior? If so, how?</p>			
<p>If you worked the overnight shift, how many times did the youth awake and go back to sleep?</p> <p>Of those times, how many times did you have to intervene for the child to return to sleep?</p>			
<p>Other:</p>			

Sign: _____

Date: _____



County of Los Angeles
Department of Children and Family Services
Behavioral Aide Services Serious Incident Report (SIR)



Time and Date of Incident: _____ Date of Report: _____

Behavioral Aide's Name: _____

Behavioral Aide Provider Agency Name: _____

Service Location Address: _____

Child/Youth's Name: _____ **Date of Birth** _____

DCFS Regional Office: _____ **CSW** _____

Description of Allegation or Incident:

Action Taken:

Incident Involved:

(Check all pertinent items)

- Fatality
- Allegation of child abuse/ neglect
- Suicide attempt
- Self harm
- Major illness/injury to child
- Runaway/AWOL
- Psychiatric hospitalization
- Assault on child/caregiver/staff/etc.
- Law enforcement involvement for child or caregiver
- Substance abuse/possession
- Sexual misconduct
- Property damage
- Probation Violation
- Arrest
- Detainment
- Fighting
- Threats
- Theft
- High profile (public/media inquiry)
- School Suspension/Expulsion
- Change of placement

Other: _____

Submitted by: (Name) _____

Contact Number _____



Behavioral Aide Services Invoice



Invoice number format:
 XXX - Agency Name
 MM - numerical month number ex: 07 for July
 YY - year ex: 14 for 2014
 ZZZZ - Agency Invoice #

Agency Name

XXX MM-YY- ZZZZ

SUB INVOICE#

JUL/16

ACCRUAL MONTH

Agency's Corporation Name

Agency Billing Address

City, State Zip Code

Phone #:

Email Address:

Caregiver/Group Home Name

Service Location Address:

Service Bureau

Shift #	List Date Chronologically	Child Name		Behavioral Aide Staff's Name	Shift Hours		Total # of Hours	Rate/ Hour	Amount Billed	DCFS USE	
		Last Name	First Name		First & Last Name	Start Time				End Time	Days
1							4	\$xx			0
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20								\$XX/Hr	0		0
TOTAL								4			

CERTIFICATION: I certify to the best of my knowledge and belief this invoice is true in all respect.

Prepared By : _____ Phone : _____
 Signature _____ Date _____
 Approved By : _____ Fax : _____
 Signature _____ Date _____
 Print Name (Agency Representative) _____
 Signature _____ Date _____



BEHAVIORAL AIDE SERVICES MONTHLY INVOICE SUMMARY



Contractor Name : _____
 Tax ID# : _____
 Address : _____
 Invoice Summary Date : _____
 Accrual Month : JUL/16 Days of Month 31
 Contract No. #: _____
 Sub Reporting Code : _____
 Contract Term : _____
 Maximum Contract Sum : _____
 Total Billed Contract Sum to date : _____
 % Billed of the Maximum Contract Sum : _____

By CONTRACTOR (1)					By DCFS (2)							
No	Invoice Date	SUB INVOICE #	SB	Billed Amount	Adjusted Amount	Paid Amount	Unit Code	Obj Code	Dept. Obj Code	# of kids Paid	# of Not Paid	
1	XXX MM-YY- ZZZZ		1	\$ -								
2	XXX MM-YY- ZZZZ											
3	XXX MM-YY- ZZZZ											
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
					TOTAL Paid: \$	-						Total Count:

NOTE: (1) to be completed by Contractor; (2) to be completed by DCFS-Finance

CERTIFICATION: I certify to the best of my knowledge and belief this invoice is true in all respect.

Prepared By: _____ Phone: _____
 Signature _____ Email: _____
 Print Name (Agency Representative) _____ Date _____
 Signature _____ Date _____



Department of Children and Family Services
Behavioral Aide Timesheet



From:

Behavioral Aide Name and Address _____
 (Print Clearly)
 Contractor's Signature _____
 Dates From _____ to _____

Documents cannot be processed when

1. Writing is illegible
2. Not properly signed by authorized client representative.
3. Contains cross-outs

Service Date	Print Clearly Child/Youth's Name	Print Clearly Address Location:	Time In	AM/PM	Time Out	AM/PM	Break	Authorized Client Representative	
								Print Name on Top Line and Sign on Bottom Line	
Mon									
Tue									
Wed									
Th									
Fr									
Sat									
Sun									

In order for your timesheet to be processed in a TIMELY manner, please fax or email your invoice to _____ by _____ at 12 noon.

**USER COMPLAINT REPORT (UCR)
BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH**

This form is to be used by DCFS Administrative Staff, County Social Workers, County Program Manager or Designee of the Behavioral Aide Services for High Risk Youth Unit to report service discrepancies and failure to comply with service delivery requirements as specified in the Statement of Work and Contract. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: _____ DCFS User Name: _____

DCFS Office Address: _____

Phone No. _____ E-mail Address: _____

Date(s) of Incident(s): _____

Below, please check the appropriate boxes and explain each incident separately:

- Contractor's Project Director is not responding to messages.
- Contractor's staff not available or not responding to messages.
- Illegal or inappropriate behavior by Contractor's Behavioral Aide Staff.
- Contractor not submitting invoices, reports or maintaining records as required.
- Contractor unable to receive Referral Requests as required.
- Behavioral Aide Service Delivery is not in compliance as specified in the Contract.
- Behavioral Aide Staff failed to report to their scheduled shift on time as specified in the Behavioral Aide Service Request. Youth and Caregiver were not provided advanced notice.
- Behavioral Aide Staff failed to show up for the scheduled shift as specified in the Behavioral Aide Service Request. Contractor failed to provide a replacement Behavioral Aide Staff.
- Contractor not complying with the Referral/Database requirements as specified in the Contract.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Contractor not complying with the Corrective Action Plan as specified in the Contract.
- Other (describe): _____

To report an urgent/serious problem, call Anna Sandberg PhD at: (213) 276-2811.

Send UCR to Anna Sandberg PhD., C/O High Risk Services Division 425 Shatto Place, Room 500, Los Angeles, CA 90020 or by email: BCRSDSpecial.PlacementRequests@dcfs.lacounty.gov . Send a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.



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

Behavioral Aide Services Request Form

Provider: _____ Date: _____

Youth's Name: _____ DOB _____ Age: _____

DCFS Regional office: _____

Children's Social Worker (CSW): _____ Phone # _____

Supervising CSW: _____ Phone # _____

Caregiver's Name: _____ Phone # _____

Location of Services: _____

Approved Timeframe: _____ Approved Hours: _____

Behaviors:

Preferred Gender of Behavioral Aide: Male Female

Behavioral Aide Provider Feedback:

Availability to honor request: Yes No

If no, please indicate the reason: _____

When can Behavioral Aide Services start? Date: _____

Behavioral Aide Name	Phone #	Shift

Provider Contract Program Director: _____ Phone# _____

Please contact the Provider Contract Program Director in cases of emergency or concerns regarding Behavioral Aide Staff at the indicated phone number above.

"To Enrich Lives Through Effective and Caring Service"

**ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION. THE DESIGNATED CONTACT PERSON WILL RECEIVE ALL CORRESPONDENCE RELATED TO THIS CONTRACT.

Organization

Name:

Contact

Person:

Address

City, State, Zip:

Telephone:

Facsimile:

E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

(Individuals authorized by the Board to bind Contractor in a Contract with the County)

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail

Address:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail

Address:

Staff providing Behavioral Aide Services:

Name: _____
Title: Director
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: Behavioral Aide Coordination Manager
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: Accounts Billing Support
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: Accounts Billing Support
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: Quality Assurance Manager
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: After Hours Support Team Supervisor
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: Training Coordinator
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

IF THERE ARE ANY CHANGES, A NEW CERTIFIED STATEMENT OF INFORMATION MUST BE SUBMITTED TO:

**DCFS Contracts Administration
 Attn: Behavioral Aide Services Contract Analyst
 425 Shatto Place, Room 400
 Los Angeles, CA 90020**

I hereby certify that the above information is correct. If any changes occur an updated Contractor's Administration Form and a new certified Statement of Information will be submitted to DCFS Contracts Administration at the above address.

(Print Name of Individual Authorized to Bind Contractor in a Contract with the County)

Signature of Individual Authorized to Bind Contractor in a Contract with the County

Date

**ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION**

CONTRACT NO. TBD

COUNTY PROGRAM DIRECTOR:

Name: Deborah Silver

Title: Division Chief

Address: 425 Shatto Place

 Los Angeles, Ca 90020

Telephone: (213) 351-5538

E-Mail Address: silvede@dcfs.lacounty.gov

Name: Jennifer Hottenroth

Title: Assistant Division Chief

Address: 2325 Crenshaw Blvd

 Torrance, Ca 90501

Telephone: (310) 972-3204

E-Mail Address: hottje@dcfs.lacounty.gov

COUNTY PROGRAM MANAGER: Service Requests

Name: Alycia Keys

Title: Children Services Administrator II

Address: 532 E. Colorado Drive

 Pasadena, Ca 91101

Telephone: (626) 229-3843

E-Mail Address: keysaa@dcfs.lacounty.gov

SAMPLE LINE ITEM BUDGET

BIDDER: _____ DATE: _____

1. DIRECT COSTS

A. Payroll Costs:

Position Title/Description	# of Positions	% of Time	Annual Salary	Annual Cost
Project Director				
Administrative Assistant				
Total Payroll Costs				

B. Employee Benefits:

Description	Number of Employees	Monthly Cost	Annual Cost
Medical Insurance			
Dental Insurance			
Total Employee Benefits Cost			

C. Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

Description	Number of Employees	Monthly Taxes	Annual Taxes
Federal and State Taxes			
FICA			
State Disability			
Total Payroll Taxes			

D. Insurance, Equipment and Operation Expenses

Description	Monthly Cost	Annual Cost
Liability/Auto/Professional Insurance		
Workers' Compensation Insurance		
Vehicle and Equipment (Material Handling, Office) Leases		
Telephone and Utilities		
Office, Space, Facilities Leases/Rents/Mortgage		
Services (Non-subcontractor) and Supplies (Office/Operational)		
Total Insurance, Equipment and Operation Expenses		

TOTAL DIRECT COSTS	
---------------------------	--

2. INDIRECT COSTS

Description	Monthly Cost	Annual Cost
General Accounting/Bookkeeping		
Banking/Payroll Services		
Overhead		
Total Insurance, Equipment and Operation Expenses		

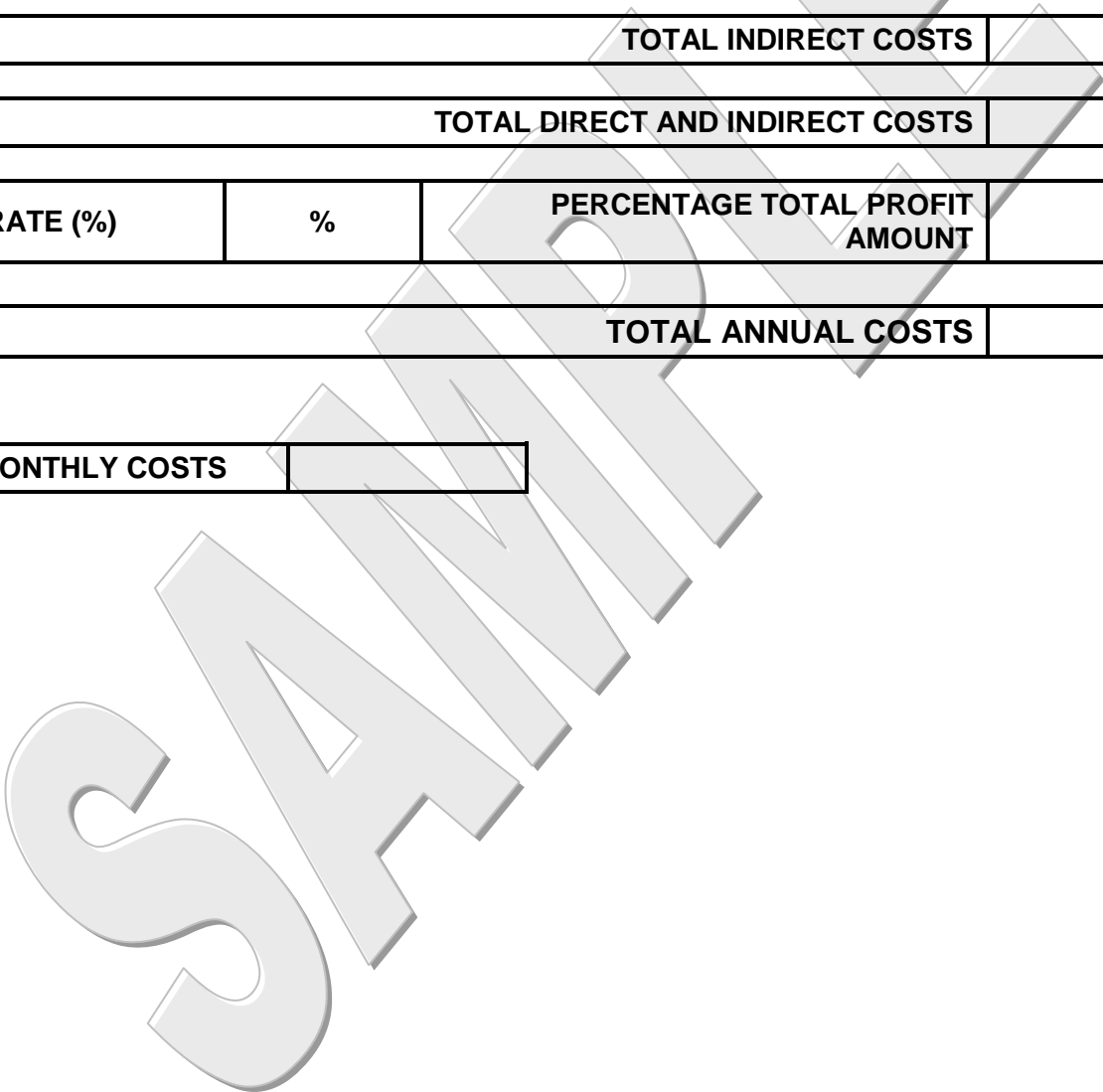
TOTAL INDIRECT COSTS	
-----------------------------	--

TOTAL DIRECT AND INDIRECT COSTS	
--	--

PROFIT RATE (%)	%	PERCENTAGE TOTAL PROFIT AMOUNT	
------------------------	---	---------------------------------------	--

TOTAL ANNUAL COSTS	
---------------------------	--

TOTAL MONTHLY COSTS	
----------------------------	--



BIDDER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION	YES	NO
1. Bidder has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Bidder periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Bidder has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Bidder has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)? Yes No
If yes, complete:
Legal Name (found in Articles of Incorporation) _____
State _____ Year Inc. _____
2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? Yes No
If yes, complete:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____
4. Is your firm wholly/majority owned by, or a subsidiary of another firm? Yes No
If yes, complete:
Name of parent firm: _____
State of incorporation or registration of parent firm: _____
5. Has your firm done business as other names within last five (5) years? Yes No
If yes, complete:
Name _____ Year of Name Change _____
Name _____ Year of Name Change _____
6. Is your firm involved in any pending acquisition or mergers, including the associated company name?
 Yes No If yes, provide information:

Bidder acknowledges and certifies that firm meets and will comply with the Minimum Mandatory Requirements as stated in the Introduction of this Invitation for Bids, as listed below.

Check the appropriate boxes:

- Yes No Must have three (3) years of experience within the last five (5) years recruiting, coordinating, deploying, and overseeing services similar to what this contract is seeking for High Risk Youth residing in multiple locations across a large geographical area.

- Yes** **No** Must have the capability and capacity to deploy staff to cover at least 1300 hours per week of One to One Behavioral Aide Services for High Risk Youth at various sites throughout Los Angeles County. Service requests range from 4 hours to 24 hours a day, and from three to seven days a week, based on the needs of the youth.
- Yes** **No** Must have the ability to obtain FBI Criminal Index, DOJ Criminal Index and Child Abuse Criminal Index (CACI) clearances on all employees providing direct services to DCFS youth.

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

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

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

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

BIDDER NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:			
PHONE NUMBER:		E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:	
BIDDER OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE		DATE	

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____
PRINTED NAME: _____
POSITION: _____

DATE: ____/____/____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**AUDITOR-CONTROLLER CONTRACT ACCOUNTING
AND ADMINISTRATION HANDBOOK**

http://file.lacounty.gov/auditor/portal/cms1_214867.pdf

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

OMB A1-222

https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A122/a122_2004.pdf

45 CFR 74.27

<http://www.gpo.gov/fdsys/pkg/CFR-2003-title45-vol1/pdf/CFR-2003-title45-vol1-sec74-27.pdf>

INTERNAL REVENUE NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

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

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

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)
Cat. No. 205991

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

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee's 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

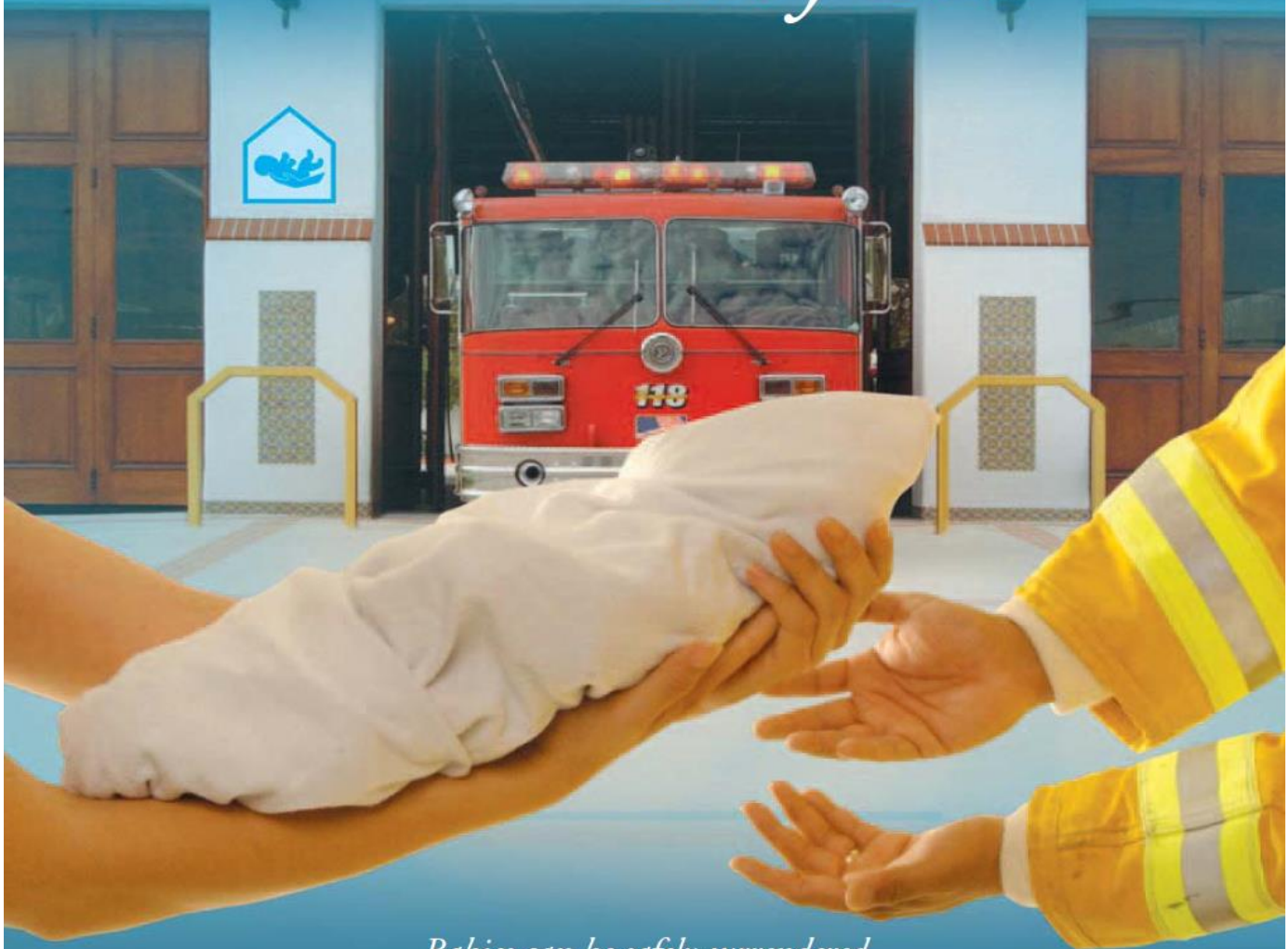
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.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

SAFELY SURRENDERED BABY LAW

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

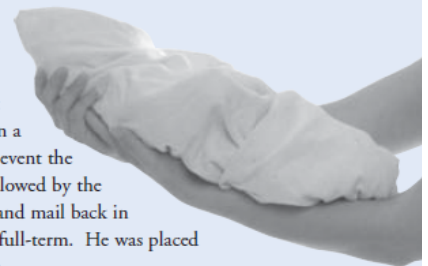
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

- DCBA certification is attached.**

Name of Firm:		County Webven No.:	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

BIDDER'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Bidder shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Proposer certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200 Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

DOCUMENTATION AVAILABLE

COMPLIANCE QUESTIONS	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Proposer maintain a copy of any validation/attestation reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? <i>*cloud storage, Software-as-a-Service or SaaS</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Bidder Name

Bidder Official Title

Official's Signature

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

BIDDER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Bidder acknowledges and certifies compliance with Part G, Sample Contract, Part II, Section 66.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that bidder or a member of his staff performing work under the proposed Contract will be in compliance. Bidder further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any bid, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

This certification is required by the regulations implementing Executive Order 1259, Debarment and Suspensions, 7 CFR Part 3017, 45 CFR Part 76 and 2CFR 200.212 Part C.

Prospective Contractor certifies to the best of its knowledge and belief that its principals or affiliates or sub-contractor utilized under this contract are not:

- (a) Debarred or suspended from federal financial assistance programs and activities;
- (b) Proposed for debarment;
- (c) Declared ineligible or;
- (d) Voluntarily excluded from participation in covered transactions by any federal department or agency.

I declare that the information herein is true and correct and that I am authorized to represent this company.

Signature of Contractor

Date

Contractor Name and Title

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Contract for _____ Services		

CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Contractor and staff performing work under the Contract will be in compliance. Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date: