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

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Board of Supervisors

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

August 14, 2018

29 August 14, 2018

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


CELIA ZAVALA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATIONS TO AWARD CONTRACTS FOR EMERGENCY SHELTER CARE
SERVICES WITH VARIOUS LICENSED FOSTER PARENTS
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests your Board's approval to award five (5) Emergency Shelter Care (ESC) Services contracts. New contracts will be effective October 1, 2018, based on a recent Request for Statement of Qualifications (RFSQ) to provide temporary shelter to children and youth taken into protective custody by DCFS. The current contracts will expire on September 30, 2018.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or his designee, to execute five (5) contracts (substantially similar to Attachment B) with recommended contractors as specified in Attachment A, for the provision of ESC services. The contract term is expected to begin October 1, 2018, through March 30, 2019, with the County's option to extend up to four (4) additional one (1) year periods for a maximum total of 5 years. The Maximum Annual Contract Amount for the five (5) recommended contracts is \$69,600; the total annual funding allocation for this program is \$400,000, with the aggregate five-year funding amount of \$2,000,000, of which eighty-five (85) percent (\$1,700,000) is Federal Revenue, and fifteen (15) percent (\$300,000) is net County cost (NCC). Funding is included in the Department's Fiscal Year (FY) 2018-19 Adopted Budget, and will be included for subsequent fiscal years in the Department's future budget requests.
2. Delegate authority to the Director of DCFS, or his designee, to execute additional contracts (substantially similar to Attachment B), resulting from subsequent Statements of Qualifications

submissions that are found to be responsive and responsible through the closing of the RFSQ which is in March of 2022. These contracts will be executed with one-year contract terms with an anticipated sunset date of September 30, 2023. The DCFS Director will notify the Board in writing within ten (10) business days after execution.

3. Delegate authority to the Director of DCFS, or his designee, to extend the contracts by amendments or written notices for optional term extensions which includes a six (6) month extension beyond September 2023, and to execute amendments to the current contracts to increase or decrease bed capacity as necessary, or for any changes to the terms and conditions to meet programming needs. The approval of County Counsel will be obtained prior to executing amendments and written notices. The DCFS Director will notify the Board in writing within ten (10) business days after execution.

4. Delegate authority to the Director of DCFS, or his designee, to terminate contracts for convenience, provided that the contractor requests termination in writing, and/or the Director of DCFS finds that it is in the best interest of the County to terminate the contract for convenience. The Director of DCFS will notify the Board in writing within ten (10) business days after termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The ESC program is designed to provide continuous bed availability twenty-four (24) hours a day, seven (7) days a week, at pre-established monthly rates to ensure emergency shelter care is available when needed for teen mothers with infants, children, youth and Non-Minor Dependents (NMDs).

The current ESC contracts will expire on September 30, 2018. The recommended actions will ensure continuous availability of beds for temporary placements of children and NMDs taken into protective custody by DCFS staff, pending court disposition, or until stable placement is secured. These services ensure that immediate placement and a healthy and safe environment are available to children, youth, sibling groups, teen mothers with infants, and NMDs.

It is important that DCFS continue to maintain reliable and safe, temporary placements for children taken into protective custody after regular office hours, weekends, and holidays. Without approval of the recommended actions, placements would not be readily available for emergency placements, and child safety and well-being would be jeopardized.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County Strategic Plan Goal #1, Make Investments That Transform Lives – By aggressively addressing society’s most complicated social, health, and public safety challenges through implementing programs in order to respond to complex societal problems – one person at a time.

FISCAL IMPACT/FINANCING

The Maximum Annual Contract Amount for the five (5) recommended contracts is \$69,600; the total annual funding allocation for this program is \$400,000, with the aggregate five-year funding amount of \$2,000,000, of which eighty-five (85) percent (\$1,700,000) is Federal Revenue, and fifteen (15)

percent (\$300,000) is NCC. Funding is included in the Department's FY 2018-19 Adopted Budget, and will be included for subsequent fiscal years in the Department's future budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The ESC Services contract is authorized under the California Government Code, Section 26227, 31000 and 53703, which permit DCFS to contract with qualified contractors who are licensed as foster parents by the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) and have at least six (6) months of active experience as a licensed foster parent in Los Angeles County providing ESC Services.

The contract requires the contractors to have beds continuously available twenty-four (24) hours a day, seven (7) days a week, at pre-established monthly bed availability rates as follows: \$400 per bed for children ages 0-17 and Non-Minor Dependents (for sibling groups, 4-beds must be available at a minimum); and \$600 per bed for a teen mother and her infant child. When the contractor's available beds are utilized, the contractor receives additional compensation as determined by the Level of Care Protocol including any applicable Specialized Care Increments as established and approved by the California Department of Social Services (CDSS) and under Aid to Families with Dependent Children-Foster Care (AFDC-FC), based on the child's status and the number of days in the contractor's home. Upon placement, the contractor provides full supportive services, including but not limited to, supervision, clothing, food, emergency medical treatment, and transportation to and from medical and dental appointments.

The contract complies with all applicable Federal, State, and local laws and regulations in delivering ESC services. It also expressly provides that the County is not obligated to pay contractors any amount whatsoever in excess of the Maximum Annual Contract Sum. County Counsel has approved the form contract in Attachment B as to form.

CONTRACTING PROCESS

DCFS obtained written approval from the California Department of Social Services (CDSS) to solicit qualified licensed foster parents using the RFSQ solicitation process, which includes a review of qualifications and compliance with appropriate policies and procedures. Applicants with the necessary qualifications and licenses who comply with RFSQ requirements are eligible to contract with the County. On December 8, 2017, DCFS released the RFSQ for ESC Services, a non-proposition A living wage contract, and posted the RFSQ on the County's website and the DCFS' website. The RFSQ is open continuous from January 22, 2018, through March 30, 2022.

Six (6) Statements of Qualifications were submitted, with no protest, and the five (5) contractors listed on Attachment A have been found to be responsive and responsible, and in compliance with all requirements. Four (4) of the five (5) recommended contractors are current ESC contractors for the contracts ending September 30, 2018 and one (1) is a new contractor.

After consulting with CEO Risk Management and County Counsel, DCFS determined that it was necessary for the contract to deviate from the standard insurance coverage requirements established for most County contractors. ESC contractors are required to maintain homeowner's or renter's liability insurance with a minimum of \$300,000 personal liability coverage and automobile

liability coverage at not less than what is required by State law. The Department has assessed ESC services and determined that a Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts.

CONTRACTOR PERFORMANCE

DCFS will maintain regular contact with the contractors, and will conduct comprehensive foster family home-visit evaluations every six months. The home-visit evaluations allow DCFS to monitor the contractors' compliance with the contract and applicable regulations, including the well-being of placed children and the condition of the foster home.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure availability of beds needed for emergency placements is continued without a break in service. Current ESC services contracts have allowed DCFS to access temporary placement options for children taken into protective custody after normal business hours, during weekends and holidays.

CONCLUSION

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

Respectfully submitted,



BOBBY D. CAGLE

Director

BDC :KR:LTIAO:TN:ri

Enclosures

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

Emergency Shelter Care Services – Contract Recommendations

Contract Service	District	Prefix	First Name	Last Name	Title	City	State	Zip Code	Number of Beds	Annual Amount
Emergency Shelter Care	5	Ms.	Deborah	Knight	Foster Parent	Canyon Country	CA	91387	2	\$14,400
Emergency Shelter Care	2,4	Ms.	Tracey	Walters	Foster Parent	Inglewood	CA	90303	1	\$4,800
Emergency Shelter Care	n/a	Ms.	Estella	Mimms	Foster Parent	Victorville	CA	92392	3	\$14,400
Emergency Shelter Care	2	Ms.	Rose	Williams	Foster Parent	Los Angeles	CA	90061	2	\$9,600
Emergency Shelter Care	2	Ms.	Tunisha	Johnson	Foster Parent	Inglewood	CA	90303	6	\$26,400
							TOTAL		14	\$69,600

**FORM CONTRACT
CFDA #93-558**



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

EMERGENCY SHELTER CARE SERVICES

**FORM CONTRACT PROVISIONS
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- A Statement of Work (Not Attached to Sample)
- B Pricing Schedule (Not Attached to Sample)
- C CONTRACTOR'S Proposed Schedule (Not Attached to Sample)
- D CONTRACTOR'S EEO Certification
- E County's Administration
- F CONTRACTOR'S Administration
- G Form(s) Required at the Time of Contract Execution
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

FORM CONTRACT

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**_____
FOR
EMERGENCY SHELTER CARE SERVICES**

This Contract ("Contract") made and entered into this ____ day of ____ 2018 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 Emergency Shelter Care Services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a private provider specializing in providing Emergency Shelter Care Services; and

Los Angeles County Department of Children and Family Services

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, and I, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency

shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - CONTRACTOR'S Proposed Schedule
- 1.4 Exhibit D - CONTRACTOR'S EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - CONTRACTOR'S Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

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

2.1.1.1 Contract: This agreement executed between County and CONTRACTOR. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and

performance of all tasks, deliverables, services and other work.

- 2.1.1.2 **CONTRACTOR:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.4 **Subcontract:** An agreement by the CONTRACTOR to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to CONTRACTOR'S in furtherance of CONTRACTOR'S performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.1.8 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the CONTRACTOR.
- 2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.1.11 **CONTRACTOR Project Manager:** The person designated by the CONTRACTOR to administer the Contract operations under this Contract.

2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be one year commencing after execution by the Director with the delegated authority given by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to four additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of 5 years. Each such extension option may be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.

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.

- 4.3 The CONTRACTOR shall notify DCFS when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to DCFS at the address herein provided in Exhibit E - County's Administration.

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The total contract sum is \$_____

5.2 Written Approval for Reimbursement

5.2.1 The CONTRACTOR shall not 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.

5.3 Notification of 75% of Total Contract Sum

5.3.1 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the CONTRACTOR shall send written notification to DCFS at the address herein provided in Exhibit E, County's Administration.

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

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

5.5 Invoices and Payments

5.5.1 The CONTRACTOR shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the County under the terms of this Contract. The CONTRACTOR'S payments shall be as provided in Exhibit B (Pricing Schedule) and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the CONTRACTOR for that work.

5.5.2 The CONTRACTOR'S invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The CONTRACTOR'S invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The CONTRACTOR shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

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

And a duplicate copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Emergency Shelter Care Services
Attention: County Program Manager
9320 Telstar Ave, Suite 216
El Monte, CA 91731

5.5.6 County Approval of Invoices

All invoices submitted by the CONTRACTOR for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Intentionally Omitted

5.6 Intentionally Omitted

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with CONTRACTOR and ensuring CONTRACTOR'S performance of the Contract; however, in no event shall CONTRACTOR'S obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the CONTRACTOR, providing direction to the CONTRACTOR, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall CONTRACTOR'S obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the CONTRACTOR'S Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR; however, in no event shall CONTRACTOR'S obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Contract Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee 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 thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR Administration

A listing of all of CONTRACTOR'S Administration referenced in the following paragraphs is designated in Exhibit F (CONTRACTOR'S Administration). The CONTRACTOR will notify the County in writing of any change in the names or addresses shown.

7.2 CONTRACTOR'S Project Manager

7.2.1 The CONTRACTOR'S Project Manager is designated in Exhibit F (CONTRACTOR'S Administration). The CONTRACTOR shall notify the County in writing of any change in the name or address of the CONTRACTOR'S Project Manager.

7.2.2 The CONTRACTOR'S Project Manager shall be responsible for the CONTRACTOR'S day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of CONTRACTOR'S Staff

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

7.4 Intentionally Omitted

7.5 Background and Security Investigations

7.5.1 The County shall conduct a background check for potential CONTRACTORS and all adults residing or regularly present in the home where ESC services will be provided as required by the Resource Family Approval Program.

7.6 Confidentiality

7.6.1 Pursuant to applicable Welfare and Institutions Code sections, including but not limited to sections 5328 through 5330, 10850 and 827, all ESC Children's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the child, shall be shared with CONTRACTOR pursuant to the DCFS policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review an ESC Child's case records, interview an ESC Child for research or media purposes, or photograph or videotape a ESC Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile

Court and policies promulgated by State and federal laws and COUNTY policies regarding the ESC Child's confidentiality.

- 7.6.2** CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with all applicable federal, State and local laws, regulations, ordinances and directives regarding confidentiality.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Director of DCFS or his/her designee.
- 8.1.2** The 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 and executed by the CONTRACTOR and by the Director of DCFS or his/her designee.
- 8.1.3** The Director of DCFS Department Head or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Director of DCFS or his/her designee.

8.2 Assignment and Delegation

- 8.2.1** The 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 paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any

approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the CONTRACTOR may have against the County.

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

8.2.3 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.

8.3 Authorization Warranty

8.3.1 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.

8.4 Budget Reductions

8.4.1 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 thirty (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.

8.5 Complaints

8.5.1 Contractor should develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to complaints.

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

8.5.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY's approval.

8.5.2.3 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.

8.5.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving complaint.

8.5.4 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.

8.5.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included

in this Contract are hereby incorporated herein by reference.

8.6.2 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 subcontractors, 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 Paragraph 8.6 (Compliance with Applicable Law) 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 other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 The 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. The CONTRACTOR shall comply with Exhibit D - CONTRACTOR'S EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the CONTRACTOR has demonstrated to the County's satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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.
2. For purposes of this paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of

this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

Contract and at its sole discretion, that the CONTRACTOR demonstrate, to the County's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

4. 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 and/or bar the CONTRACTOR from the award of future

County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

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

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

8.12 CONTRACTOR Responsibility and Debarment

8.12.1 Responsible CONTRACTOR

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

8.12.2 Chapter 2.202 of the County Code

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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the County.

8.12.3 Non-responsible CONTRACTOR

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

8.12.4 CONTRACTOR Hearing Board

8.12.4.1 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR

of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.

- 8.12.4.2 The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain
- 8.12.4.3 a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.4 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.
- 8.12.4.5 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.6 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

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

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

8.12.5 Subcontractors of CONTRACTOR

These terms shall also apply to subcontractors of County CONTRACTORS.

8.13 CONTRACTOR'S Acknowledgement of County's Commitment to Safely Surrendered Baby Law

- 8.13.1 The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the County's policy to encourage all County CONTRACTORS to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 CONTRACTOR'S Warranty of Adherence to County's Child Support Compliance Program

8.14.1 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.

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the CONTRACTOR or

employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2** If the CONTRACTOR fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1** The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The 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.

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

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

8.18 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 Paragraph 8.1 (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.

8.19 Fair Labor Standards

8.19.1 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.

8.20 Force Majeure

8.20.1 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 subcontractors), 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 paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such subcontractor, 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 subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 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.

8.21 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.

8.22 Independent CONTRACTOR Status

8.22.1 This Contract is by and between the County and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and 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.

8.22.2 The 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.

8.22.3 The 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.

8.22.4 The CONTRACTOR shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

8.23.1 The CONTRACTOR shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) 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 indemnitees.

8.24 General Insurance Requirement

8.24.1 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 Paragraphs 8.24 and 8.25 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.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 A certificate of insurance coverage (Certificate) satisfactory to County shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (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 subcontractor insurance policies at any time.

8.24.2.3 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 dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 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.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attn: Raul Ibarra, Contract Analyst

8.24.2.6 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 subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or County.

8.24.3 Intentionally Omitted

8.24.4 Cancellation of 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 ten (10) days in advance of cancellation for non-payment of premium and thirty (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.

- 8.24.5** 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.
- 8.24.6** 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.
- 8.24.7** 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.
- 8.24.8** 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.
- 8.24.9** Intentionally Omitted
- 8.24.10** Deductibles: 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.
- 8.24.11** Claims Made Coverage: If any part of the Required

Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 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.

8.24.14 Intentionally Omitted

8.24.15 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.

8.25 Insurance Coverage Requirements

8.25.1 Homeowner(s) or renter(s) insurance, with \$300,000 personal liability coverage, covering the CONTRACTOR against liability to others for bodily injury or property damage resulting from the CONTRACTOR'S use of the residence premises where children place for ESC will reside.

8.25.2 Personal automobile insurance, covering the CONTRACTOR against liability to others for bodily injury or property damage arising out of the ownership, maintenance or use of the CONTRACTOR'S automobile(s). Such insurance shall provide liability coverage limits not less than those required by state law.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, or his/her designee, 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 Department Head, or his/her designee, may: (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred

dollars (\$100) (this amount is established by each Department) per day per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart Appendix B(Statement of Work Exhibits) hereunder, and that the CONTRACTOR shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the CONTRACTOR; and/or (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the County may correct any and all

deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the County cost due to the failure of the CONTRACTOR to complete or comply with the

provisions of this Contract.

- 8.26.4** This Paragraph 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 Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1** The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2** The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D (CONTRACTOR'S EEO Certification).
- 8.28.3** The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or

political affiliation.

- 8.28.5** The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The CONTRACTOR shall allow County representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - CONTRACTOR'S Administration.

Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of DCFS shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

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

8.37 Publicity

8.37.1 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:

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

8.37.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the

name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The 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 record 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 (5)

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, provided that if any such material is located outside 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.

8.38.2 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 thirty (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).

8.38.3 Failure on the part of the CONTRACTOR to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) 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.

8.39 Recycled Bond Paper

8.39.1 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.

8.40 Subcontracting

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

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

8.41.1 Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 8.14 (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 ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

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

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the CONTRACTOR shall:

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

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

- 8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1** The County may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 CONTRACTOR has materially breached this Contract; or

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

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

- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3** Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities,

fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the CONTRACTOR was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

8.44.2 The CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County

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

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

8.45 Termination for Insolvency

- 8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

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

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

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

- 8.45.2** The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

8.47.1 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.

8.48 Validity

8.48.1 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.

8.49 Waiver

8.49.1 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 paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.51.1 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 contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

8.52.1 Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every CONTRACTOR and subcontractors 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.

8.54 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.

**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 he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____

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

CONTRACTOR

By _____

Name _____

Licensed Foster Parent

Social Security Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL

MARY C. WICKHAM, COUNTY COUNSEL

By _____

David R. Beaudet, Senior Deputy County Counsel

County of Los Angeles
Department of Children and Family Services

APPENDIX A

STATEMENT OF WORK

EMERGENCY SHELTER CARE SERVICES

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PREAMBLE

The County of Los Angeles 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 a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Make Investments that Transform Lives; 2) Foster, Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today.

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.

PART A: PROGRAM DESCRIPTION

1.0 OVERVIEW

- 1.1 The County of Los Angeles Emergency Shelter Care (ESC) program promotes temporary emergency shelter to children under the jurisdiction of the Department of Children and Family Services (DCFS). The program serves children 0-17 years old, non-minor dependents (NMDs), 18-20 years old, and pregnant and parenting teens and their children. The CONTRACTOR provides services to ESC Children up to 14 days or less.
- 1.2 CONTRACTOR shall maintain the agreed number of beds unoccupied for the selected bed placement category listed in Exhibit A-3, ESC Services Capacity Agreement, on a 24 hours a day, 7 days a week basis. CONTRACTOR shall provide a safe and caring temporary placement.
- 1.3 CONTRACTOR shall reserve a bed for each ESC Child, to keep them safe and comfortable. Once the ESC Child is in the CONTRACTOR'S home, the CONTRACTOR shall provide for the ESC Child's basic needs.
- 1.4 CONTRACTOR shall adhere to providing services described in Exhibit A-12, Foster Youth Bill of Rights.

2.0 DCFS PRIORITIES FOR ESC CHILDREN

- 2.1 DCFS has established the following priorities for the children in its care:
 - (1) Safety, (2) Permanency, and (3) Access to effective and caring services for Well-Being.
- 2.1.1 The ESC program is a time-limited placement of up to 14 days; therefore, the Permanency factor is not measured.
- 2.2 Safety: Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwillingness or inability to meet the Child's needs). The Performance Measure Summary and services tasks addressing this priority are found in Part D Sub-section 9.9, of this Statement of Work (SOW).
- 2.3 Access to effective caring services for Well-Being: It is the COUNTY's goal to ensure placed children/youth services as identified through the Child and Family Team to improve their level of functioning in the areas of education/career planning, preparation, physical, behavioral, social and emotional well-being and self-sufficiency. The Performance Requirements Summary and service tasks addressing this

priority are found in Part D, Section 9.0 Scope of Work, Sub-section 9.10 of this SOW.

3.0 DEFINITIONS

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

- 3.1 **Children's Social Worker (CSW)** – an employee of DCFS who performs a wide range of professional casework services for children and families receiving services from DCFS.
- 3.2 **Contract Program Manager (CPM)** – an employee of DCFS who is responsible for the daily management of the contract operation.
- 3.3 **CONTRACTOR** – the State Licensed Foster Parent(s) or Resource Family who has fully passed all DCFS requirements to meet the needs of the ESC children placed in their home.
- 3.4 **Corrective Action Plan (CAP)** – a written commitment by CONTRACTOR to remedy its performance deficiencies under the Contract.
- 3.5 **Designee** – staff from the ESC who acts on behalf of the County Program Manager, on his/her absence.
- 3.6 **Do Not Refer** – the suspension of new DCFS placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conducts which may jeopardize the safety and well-being of the ESC Child, and there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative, fiscal, or programmatic requirements of the contract for which the CONTRACTOR fails to take corrective action (when appropriate).
- 3.7 **Do- Not-Use Status** – all ESC Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. DO-Not-Use Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize the safety and well-being of ESC Child, and there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is a serious risk of abuse or neglect; or in issues of noncompliance with significant administrative, fiscal, or programmatic requirements of this Contract for which the CONTRACTOR fails to take corrective action (when appropriate).

- 3.8 **ESC Program** – temporary, time limited of up to 14 days placement of children who are seeking immediate temporary placement.
- 3.9 **ESC Child or ESC Children** – any infant, child, teen, teen mother and her infant, or sibling group, ages 0-17, placed by the COUNTY and receiving services from the CONTRACTOR pursuant to this Contract.
- 3.10 **Investigative Hold** – a temporary suspension of referrals of children to a CONTRACTOR by placing the CONTRACTOR on an Investigative Hold at any time during an investigation. An Investigative Hold Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is a serious risk of abuse of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Agreement for which the CONTRACTOR fails to take corrective action (when appropriate).
- 3.11 **Off-Call** – a request from the CONTRACTOR to take some time off due to personal reasons, and no children will be placed in the CONTRACTOR'S home. CONTRACTOR shall not receive any monetary compensation for the days that the CONTRACTOR has requested the time.
- 3.12 **Non-Minor Dependent (NMD)** – a foster child who is at least 18 years of age and not more than 21 years of age, or a non-minor former dependent or ward, as defined in Welfare and Institutions Code section 114400.

PART B – TARGET POPULATION

4.0 CHILDREN AND YOUTH RECEIVING SERVICES

- 4.1 The target population receiving ESC services are:
 - 4.1.1 Children, ages 0-17 years old, non-minor dependents (NMDs), 18-20 years old, and pregnant and parenting teens and their children, who are in need of a temporary shelter and are under the care and supervision of DCFS.
- 4.2 A child that is placed in the CONTRACTOR'S residence has multiple unmet needs for stability, continuity, emotional support, nurturing and performance. Many children have had a history of ESC placements. Further, many of these children have a significant history of multiple placement failures, unresolved emotional trauma and behavioral problems, including defiant and delinquent conduct.

PART C – COUNTY’S RESPONSIBILITIES

5.0 COUNTY PROGRAM MANAGER

5.1 The COUNTY shall designate a CPM, 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.

5.2 The CPM for daily management of Contract operation is:

County Program Manager
Department of Children and Family Services
Emergency Shelter Care Program
9320 Telstar Avenue, Suite 216
El Monte, CA 91731
(626) 569-6810

5.3 The CPM shall have a designee who acts on behalf of the CPM, in their absence. The CPM and designee are identified in COUNTY’s Administration, Exhibit J of the Contract.

5.4 Overall project coordination between the CONTRACTOR and COUNTY shall be through the CPM and the CONTRACTOR.

5.5 The CPM shall have full authority to monitor CONTRACTOR’S performance in the day-to-day operation of this Contract and providing technical guidance to ensure the CONTRACTOR meets or exceeds program objectives and requirements.

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

5.7 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.

5.8 The CPM or designee shall collaborate with the assigned case carrying CSW, to ensure the CSW contacts the CONTRACTOR within 7 days of the ESC Child’s placement to find out the well-being of the ESC Child.

6.0 MONITORING

6.1 The COUNTY shall have the right, including but not limited to monitor, review, and audit a CONTRACTOR for compliance with this Contract,

SOW, and all applicable laws and regulations pertaining to the licensed foster home or resource family home.

6.2 The COUNTY shall have the right to monitor the following:

- a) Site inspections based on Title XXII Regulations;
- b) Interview of the children that are placed; and
- c) A review of the CONTRACTOR'S training hours and a review of any complaints filed by Community Care Licensing Division (CCLD) or DCFS.

7.0 REFERRAL TO THE ESC PROGRAM

7.1 CONTRACTOR shall receive referrals for placement from the CPM or designee from Monday through Friday, 9:00 a.m. to 5:00 p.m. An Emergency Response Command Post (ERCP) designee shall provide all referrals outside normal business hours.

7.2 The selected ESC CONTRACTORS will be required to maintain the agreed number of vacant beds on a 24-hour, 7 days-a-week basis for emergency placement of referred ESC Children. ESC CONTRACTORS must respond within two (2) hours to all calls for available beds for placement, including calls received after normal business hours, and during weekends and holidays.

PART D - CONTRACTOR'S RESPONSIBILITIES

8.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

8.1 CONTRACTOR shall have and maintain during the term of this Contract, a valid foster family home license issued by the CDSS, CCLD or a Resource Family Approval issued by the County, and shall conform to all applicable regulations, foster care standards, and the Written Directives as established by CDSS, CCLD, and DCFS.

8.2 CONTRACTOR shall be in good standing with CDSS, CCLD and DCFS and shall not be on "Do Not Refer," "Do Not Use," or "Investigative Hold."

8.3 CONTRACTOR shall not accept a placement of any Aid to Families with Dependent Children-Foster Care (AFDC-FC) Medically Fragile "F" Rate category foster children at the same time as AFDC-FC "D" Rate category foster children.

8.4 CONTRACTOR shall provide the CPM with a list of all individuals residing in the home. If individuals leave from or move into the home,

the CONTRACTOR shall provide the CPM with an updated list by the end of the business week, after the household composition change occurs.

- 8.5 CONTRACTOR shall provide the CPM with copies of driver's licenses for each individual who may provide transportation to the ESC Children.
- 8.6 CONTRACTOR shall not operate a child daycare business within the same physical structure or on the same property where ESC Services are being provided.
- 8.7 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY.
- 8.8 CONTRACTOR shall notify the CPM within 24 hours if any changes are made in the number of beds available in the CONTRACTOR'S foster family home or resource family home. Such changes are subject to the approval of the CPM or designee.
- 8.9 CONTRACTOR shall notify the CPM in writing at least 30 days in advance to request to terminate the contract using Exhibit A-9, Termination of Emergency Shelter Care Services contract. Failure to do so shall constitute a breach of contract.
- 8.10 CONTRACTOR shall notify the CPM in writing at least 14 days in advance to request to be "Off-Call" (due to: personal, medical, vacation, etc.), using Exhibit A-10, "Request for Time Off." Failure to do so shall constitute a breach of contract.

9.1 SCOPE OF WORK

9.1 WELCOMING EMERGENCY SHELTER CARE CHILDREN.

- 9.1.1 Once the Contract commences, the CONTRACTOR shall: (1) welcome and accept ESC Children referred by DCFS 24 hours a day, 7 days a week, including weekends and holidays; and (2) provide ESC Children temporary home with a bed, meals, and general care for their protection and comfort.
- 9.1.2 CONTRACTOR shall make the number of beds specified in Exhibit A-3, ESC Capacity Agreement, available 24 hours a day, 7 days a week. CONTRACTOR shall not exceed CONTRACTOR'S ESC capacity.
- 9.1.3 During business hours from Monday to Friday, 9:00 am to 5:00 p.m., the CPM or designee shall have sole authority and discretion for the assessment of children in determining which children will be

placed in the CONTRACTOR'S home. After hours, weekends, and holidays, ERCP shall have authority and discretion for the assessment of children in determining which children will be placed in the CONTRACTOR'S home.

9.1.4 CONTRACTOR shall accept all DCFS referred ESC Children and shall not refuse any such referrals unless exceptional conditions apply. Exceptional conditions may include, but are not limited to:

9.1.4.1 Residency in the CONTRACTOR'S home will endanger the ESC Child, other children in the home, and/or the safety of all ESC Children, children and family in the home; Children that have been identified as appropriate for placement in a Community Treatment Facility (CTF), Group Home (GH) Level 14, Short Term Residential. Therapeutic Program (STRTP), and Intensive Services Foster Care (ISFC). WIC 601/602, fire setters, or sexual perpetrators shall not be placed in the CONTRACTOR'S home;

9.1.4.2 CONTRACTOR'S home is on official "Do Not refer," "Do Not Use," "Investigative Hold" status, and/or "Off-Call";

9.1.4.3 CONTRACTOR is not presented with appropriate documentation (placement packets) at the time of placement of a ESC Child;

9.1.4.5 The CONTRACTOR is on a leave of absence; and

9.1.4.5 The CONTRACTOR's ESC Contract has been terminated.

9.1.5 DCFS preference is to limit the length of stay of an ESC Child's placement in CONTRACTOR's home to less than 14 days; however, due to court proceedings and other scheduling factors, DCFS may extend the length of stay of an ESC Child beyond the 14-day limit with the consent of the CONTRACTOR.

9.2 FOSTER YOUTH BILL OF RIGHTS AND SUPERVISION

9.2.1 CONTRACTOR shall comply with the regulations of the Foster Youth Bill of Rights stated in Exhibit A-12 to ensure child safety, the safety of others, and the CONTRACTOR'S role as a licensed foster parent or approved resource family.

9.2.2 CONTRACTOR, or an approved alternate, in accordance with Title 22 regulations and Written Directives, shall supervise ESC Children

placed in the home at all times. CONTRACTOR or approved alternate shall monitor and know where the Children are at all times and ensure that no Children are left unattended.

9.3 REMOVAL OF CHILDREN AND YOUTH

9.3.1 COUNTY shall have authority and discretion in determining placement and removal of Children. CONTRACTOR shall recognize that the COUNTY reserves the right to remove any or all ESC Children from CONTRACTOR'S home at any time. COUNTY shall, if possible, provide advance notice of such removal.

9.4 CONTRACTOR'S REPORTING PROCEDURES

9.4.1 CONTRACTOR shall immediately report by telephone to CPM or designee any change in the licensed foster family or approved resource family home capacity within 24 hours of such changes.

9.4.2 CONTRACTOR shall notify the CPM or designee (by telephone) of all unoccupied beds within two hours of the bed becoming available. Any available bed listed on the approved ESC Services Capacity Agreement, not occupied by an ESC Child, is considered to be vacant. Failure to report vacancies is a violation of this Contract and is subject to remedial action, including, but not limited to a Corrective Action Plan (CAP) and/or termination of this Contract.

9.4.3 CONTRACTOR shall notify the CPM or designee (by telephone) within 24 hours, from when the CONTRACTOR first learns that the beds are unavailable for reasons, which include, but are not limited to: foreclosure, fire, disaster, civil unrest, or loss of Foster Home License or Resource Family Approval.

9.4.4 CONTRACTOR shall report within 24 hours to CPM or designee (by telephone) any discussion between CONTRACTOR and CSW regarding possible extension of an ESC Child's stay beyond 14-day limit.

9.4.5 CONTRACTOR shall notify the CPM or designee on the seventh day of any ESC Child's continuous placement, by telephone at (626) 569-6867 or at (626) 569-6871, to ensure a case conference occurs with the CPM as described in Section 5.8 in this SOW.

9.4.6 CONTRACTOR shall verbally notify the CSW within four (4) hours when the ESC Child is missing or their whereabouts are not

known. If it is during after hours, CONTRACTOR shall notify the DCFS Hotline at (800) 540- 4000 that the ESC Child is missing.

- 9.4.7 CONTRACTOR shall report any significant event or incident pertaining to an ESC Child as described in the Written Directives, Section 11-06, which can be found at:

<http://www.cdss.ca.gov/Portals/9/RFA%20Written%20Directives%20V4.1%20Final%205.9.17.pdf?ver=2017-05-09-102252-020>

9.5 CONTRACTOR'S COMMUNICATION PROCEDURES

- 9.5.1 CONTRACTOR shall maintain direct communication with the CPM or designee by telephone. CONTRACTOR shall at all times have a telephone in working order and shall also maintain a back-up telephone number or alternate means of communication.
- 9.5.2 CONTRACTOR shall notify the CPM or designee of any failure or non-service of their telephone, or change in telephone number within 24 hours.
- 9.5.3 CONTRACTOR shall be responsive to return any calls made by COUNTY regarding any placed ESC Child within two (2) hours.
- 9.5.4 CONTRACTOR shall maintain frequent communications with the CPM or designee, including but not limited to, telephone communication, and meetings, as specified herein and as required by the COUNTY.
- 9.5.5 Failure to comply with services 9.5.1 to 9.5.4 is a violation of this Contract and is subject to remedial action, including, but not limited to a CAP and/or termination of this Contract.

9.6 CONTRACTOR'S REQUEST FOR TIME OFF (OFF-CALL)

- 9.6.1 CONTRACTOR is entitled to time off without compensation. A Request for Time Off, Exhibit A-10, shall be completed for vacation, time off and/or any other reasons.
- 9.6.1.1 CONTRACTOR shall submit a written Request for Time Off to the CPM at least 14 days prior to the requested time off starting date.
- 9.6.2 CONTRACTOR shall not be paid for services under this Contract while the CONTRACTOR is on a "Do Not Refer," "Do Not Use," "Investigative Hold," and/or "Off-Call" status.

9.7 CONTRACTOR TRAINING REQUIREMENTS

- 9.7.1 CONTRACTOR shall comply with the required number of hours of training as described in the Written Directives Section 6-06 and 8-01, which can be found at:

<http://www.cdss.ca.gov/Portals/9/RFA/Final%20V5%20%202.6.18.pdf?ver=2018-02-06-084609-033>

- 9.7.2 CONTRACTOR who intends to accept placement of D-Rate (or equivalent) Children in their home shall attend the required D-Rate training workshops on a yearly basis as listed below.

9.7.2.1 D-Rate – Initial 16 hours (first year only) then 18 hours per year.

- 9.7.3 CONTRACTOR who intends to accept placement of F-Rate Children in their home shall attend the required F-Rate training workshops on a yearly basis as listed below.

9.7.3.1 F-Rate – Initial 16 hours (first year only) then 12 hours per year.

- 9.7.4 CONTRACTOR shall provide upon request by the COUNTY copies of completed D, F rate certifications, any additionally required certificates of classes to provide specialized care to any placed children/youth, and certificates of completion for the annually required training hours, as indicated in 9.1.2.1 and 9.1.3.1.

9.8 CONTRACTOR'S COMPENSATION

9.8.1 Bed Availability Rate

CONTRACTOR shall make available the number of beds for the bed placement category specified in Exhibit A-3, ESC Services Capacity Agreement. CONTRACTOR shall maintain the availability of these beds, on a 24 hours a day, 7 days a week basis, until placement occurs. CONTRACTOR shall be compensated the rates specified on Exhibit A-4, Pricing Schedule. All rates shall be calculated on a pro rata basis.

- 9.8.1.1 The daily bed availability rate shall only be paid for days the CONTRACTOR is not on "Off-Call," "Do Not Use," "Do Not Refer," or "Investigative Hold status."

9.8.2 Placement Rate

Upon placement of an ESC Child in CONTRACTOR'S home, CONTRACTOR shall continue to receive the monthly Bed Availability Rate as specified in Subsection 9.8.1 and additional compensation equal to the "B," "D," or "F" AFDC-FC rate, depending on the ESC Child's assessment, for the days the ESC Child remains in the CONTRACTOR'S home. Rates shall be prorated for periods of less than a month.

9.9 PERFORMANCE MEASURE SUMMARY & GOALS

9.9.1 CONTRACTOR shall meet or exceed the County's Outcome Indicators described in Exhibit A-1, County's Performance Measure Summary & Goals.

9.9.2 Any inability by CONTRACTOR to comply with Exhibit A-1, County's Performance Measure Summary & Goals, may result in a CAP and/or termination of this Contract, in whole or in part, and/or placement of the CONTRACTOR on "Investigative Hold," "Do Not Refer," or "Do Not Use" status period.

9.10 PERFORMANCE REQUIREMENTS SUMMARY

9.10.1 CONTRACTOR shall meet or exceed the Performance Standards described in Exhibit A-2, Performance Requirements Summary.

9.10.2 DCFS will monitor CONTRACTOR'S performance in accordance with the requirements specified in Exhibit A-2, Performance Requirements Summary.

9.10.3 Any inability by CONTRACTOR to comply with Exhibit A-2, Performance Requirements Summary may result in a CAP and/or termination of this Contract, in whole or in part, and/or placement of the CONTRACTOR on "Investigative Hold," "Do Not Refer," or "Do Not Use" the status period.