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Director

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

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March 06, 2024

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

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

15 March 6, 2024

JEFF LEVINSON  
INTERIM EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO APPROVE TO EXECUTE EMERGENCY SHELTER CARE SERVICES  
CONTRACTS WITH VARIOUS APPROVED RESOURCE FAMILY PARENTS  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) requests the Board's approval to execute 14 Emergency Shelter Care (ESC) services contracts to provide temporary shelter to children and youth taken into protective custody by DCFS.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or designee, to prepare and execute 14 contracts (substantially similar to Attachment A) for the provision of ESC services, effective April 1, 2024 through March 31, 2025, with the County's option to extend up to four additional one-year periods. The Maximum Annual Contract Amount for the ESC program is \$400,000, with the aggregate five-year funding amount of \$2,000,000, financed by 85 percent Federal funds and 15 percent net County cost. Funding is included in the Department's Fiscal Year (FY) 2023-2024 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 designee, to execute additional contracts (substantially similar to Attachment A), resulting from subsequent Statements of Qualifications submissions that are found to be responsive and responsible through the closing of the Request for Statements of Qualifications (RFSQ), which is on September 30, 2028. These contracts will be executed with a six-month contract term with an anticipated sunset date of March 31, 2029, provided that: a) sufficient funding is available, b) County Counsel approval is obtained, and c) DCFS notifies the Board and Chief Executive Office (CEO), in writing, within

ten business days after the execution of such contracts.

3. Delegate authority to the Director of DCFS, or designee, to extend the contracts by amendments for optional term extensions, which includes a six-month extension beyond March 31, 2029, 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 program needs, provided that: a) sufficient funding is available, b) County Counsel approval is obtained, and c) DCFS notifies the Board and CEO, in writing, within ten business days after the execution of such amendments.

4. Delegate authority to the Director of DCFS, or designee, to terminate contracts for convenience, provided that the contractor requests termination in writing, and/or the Director of DCFS, or designee, finds that it is in the best interest of the County to terminate the contract for convenience, provided that: a) County Counsel approval is obtained prior to such termination, and b) DCFS notifies the Board and CEO, in writing, within ten business days after the termination of such contracts.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The ESC program is designed to provide continuous bed availability twenty-four hours a day, seven days a week, for up to 14 days or less 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 sunset on March 31, 2024. 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 aggregate five-year Maximum Contract Amount is \$2,000,000. The Maximum Annual Contract Amount is \$400,000. The annual contract costs will be financed by 85 percent (\$340,000) Federal funds and 15 percent (\$60,000) net County cost. Funding is included in the Department’s FY 2023-2024 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 contracts with qualified contractors who are approved resource family parents by the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) and have at least six months of active experience as an approved resource family parent in Los Angeles County providing ESC services. The current contracts were procured as a result of the ESC RFSQ that opened on December 8, 2017 and closed on December 30, 2022.

The contract requires the contractors to have beds continuously available twenty-four hours a day, seven 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, two beds must be available at a minimum); and \$600 per teen mother and infant child (one bed and one crib). 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 CDSS and under Aid to Families with Dependent Children-Foster Care (AFDC-FC) Specialized Care Rate (SCR) category for foster children, 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, Attachment A, as to form.

## **CONTRACTING PROCESS**

On February 8, 2023, DCFS obtained written approval from 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 August 1, 2023, DCFS released the RFSQ for ESC services and posted the RFSQ on the County's website. The RFSQ is open continuously from August 1, 2023, through September 30, 2028.

Fourteen Statements of Qualifications were submitted, with no protests to the Solicitations Requirements Review, and the 14 contractors have been found to be responsive and responsible, and in compliance with all requirements. Eight of the 14 recommended contractors are current ESC contractors for the contracts that will sunset on March 31, 2024, and six are new contractors.

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 not required to maintain liability insurance coverage since they meet the definition of "caregivers" as defined in Welfare and Institutions Code 326.06 (a) (1), which states, "a caregiver shall be immune from liability in a civil action to recover damages for injury, death, or loss to person or property." Therefore,

DCFS would be responsible for any liability in connection to their services related to these contracts. Additionally, 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.

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 new contracts will allow the Department to continue to provide continuous bed availability 24 hours a day, 7 days a week, to children and youth taken into care by DCFS. 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 approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped copy of the Board letter and attachments to the Department of Children and Family Services.

Respectfully submitted,



BRANDON T. NICHOLS

Director

BTN:CMM:LTIAO:CK:tj

Enclosures

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

APPENDIX A

**SAMPLE CONTRACT**



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**RESOURCE FAMILY PARENT**

**FOR**

**EMERGENCY SHELTER CARE SERVICES**

**CONTRACT NUMBER 24-03-XX**

**Federal Funding Assistance Number 93.658**

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Sample Contract

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

---

**FOR  
EMERGENCY SHELTER CARE SERVICES**

This Contract ("Contract") made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as "contractor".

**RECITALS**

**WHEREAS**, pursuant to California Government Code Sections 26227, 31000 and 53703, the County may Contract with private providers for Emergency Shelter Care Services when certain requirements are met; and

**WHEREAS**, the County may Contract with private provider specializing in providing 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

**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

Exhibits A through G 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 will 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:

- Exhibit A Statement of Work and Attachments
- Exhibit B Pricing Schedule
- Exhibit C Line Item Budget
- Exhibit D County's Administration
- Exhibit E Contractor's Administration
- Exhibit F Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G 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 will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

# 2 DEFINITIONS

## 2.1 Standard Definitions:

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

**2.1.1 Contract:** This Contract executed between County and contractor. Included are all supplemental Contracts 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.

**2.1.2 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into a Contract with the County to perform or execute the work covered by this Contract.

- 2.1.3 **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.
- 2.1.4 **Subcontract:** A Contract by the contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.5 **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 in furtherance of contractor's performance of this Contract, at any tier, under oral or written Contract.
- 2.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.7 **County Program Manager:** Person designated by the County Program Director to manage the operations under this Contract.
- 2.1.8 **County Contract Program 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.
- 2.1.9 **County Program Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.
- 2.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 **Contractor's Program Manager:** The person designated by the contractor to administer the Contract operations under this Contract.
- 2.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 **Program:** The work to be performed by contractor as defined in Exhibit A – Statement of Work.

### 3 WORK

- 3.1 Pursuant to the provisions of this Contract, the contractor must 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 will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the County.

## **4 TERM OF CONTRACT**

**4.1** The term of this Contract will be one (1) year commencing after execution by the Department of Children and Family Services (DCFS) Director or designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

**4.2** The County will have the sole option to extend this Contract term for up to four (4) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the DCFS Director, or designee as authorized by the Board of Supervisors.

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

**4.3** The contractor must 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 must send written notification to DCFS at the address herein provided in Exhibit D (County's Administration).

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

**5.1.1** The initial one-year Maximum Contract sum is \$\_\_\_\_, for the period of April 1, 2024 through March 31, 2025.

### **5.2 Written Approval for Reimbursement**

The contractor will 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, must not occur except with the County's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

The contractor must 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 must send written notification to DCFS at the address herein provided in Exhibit D (County's Administration).

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

The contractor will have no claim against the 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 must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from the contractor. This provision will survive the expiration or other termination of this Contract.

## **5.5 Invoices and Payments**

- 5.5.1** The contractor must invoice the County, using Technical Exhibit A-3 (ESC contractor's Invoice), only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The contractor must prepare invoices, Technical Exhibit A-3 (ESC contractor's Invoice), which will include the charges owed to the contractor by the County under the terms of this Contract. The contractor's payments will be as provided in Exhibit B (Pricing Schedule) and the contractor will 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 will be due to the contractor for that work. Exhibit C (Line Item Budget) will accompany Exhibit B (Pricing Schedule) and must be approved by County Program Manager or designee. Exhibit C (Line Item Budget) must contain the contractor's proposed monthly expenses to provide Emergency Shelter Care (ESC) services.
- 5.5.2** The contractor's invoices, Technical Exhibit A-3 (ESC contractor's Invoice), must be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3** The contractor's invoices, Technical Exhibit A-3 (ESC contractor's Invoice), must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4** The contractor must submit the monthly invoices, Technical Exhibit A-3 (ESC contractor's Invoice), to the County by the 15th calendar day of the month following the month of service.
- 5.5.5** All invoices, Technical Exhibit A-3 (ESC contractor's Invoice), under this Contract must be submitted in two (2) copies to the following address:

County of Los Angeles  
Department of Children and Family Services  
Fiscal Operations Division  
510 South Vermont Avenue, 14<sup>th</sup> Floor  
Los Angeles, CA 90020  
Attention: Accounting Services Section

**AND a copy of the invoices to:**

County of Los Angeles  
Department of Children and Family Services  
Emergency Shelter Care Services  
9320 Telstar Ave, Suite 216  
El Monte, CA 91731  
Attention: ESC County Program Manager  
Email: [DCFS-ESC-Invoicing@dcsf.lacounty.gov](mailto:DCFS-ESC-Invoicing@dcsf.lacounty.gov)

**5.5.6 County Approval of Invoices**

All invoices, Technical Exhibit A-3 (ESC contractor's Invoice), submitted by the contractor for payment must have the written approval of the County's Program Manager prior to any payment thereof. In no event will 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**

**5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

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

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

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

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

**6 ADMINISTRATION OF CONTRACT - COUNTY**

## **6.1 County Administration**

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the contractor in writing of any change in the names or addresses shown.

## **6.2 County Program Director**

The role of the County Program Director may include:

**6.2.1** Coordinating with contractor and ensuring contractor's performance of the Contract; however, in no event will contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

**6.2.2** 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, will contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

## **6.3 County Program Manager**

The role of the County Program Manager is authorized to include:

**6.3.1** Meeting with the contractor's Program Manager on a regular basis; and

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

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

## **6.4 County Contract Program Monitor**

The role of the County Contract Program Monitor is to oversee the day-to-day administration of this Contract; however, in no event will contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County Contract Program Monitor reports to the County Program



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 E (contractor's Administration). The contractor will notify the County in writing of any change in the names or addresses shown.

### **7.2 Contractor's Program Manager**

**7.2.1** The contractor's Program Manager is designated in Exhibit E (contractor's Administration). The contractor must notify the County in writing of any change in the name or address of the contractor's Program Manager.

**7.2.2** The contractor's Program Manager will be responsible for the contractor's day-to-day activities as related to this Contract and will meet and coordinate with the County Program Manager and County Contract Program Monitor on a regular basis.

### **7.3 Approval of Contractor's Staff**

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 Program Manager.

### **7.4 Intentionally Omitted**

### **7.5 Background and Security Investigations**

**7.5.1** Each of contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the contractor, regardless of whether the member of contractor's staff passes or fails the background investigation.

**7.5.2** If a member of contractor's staff does not pass the background investigation, County may request that the member of contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to contractor or to contractor's staff any information obtained through the County's background investigation.

**7.5.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

**7.5.4** Disqualification of any member of contractor's staff pursuant to this Paragraph 7.5 will not relieve contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

**7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

**7.6.2** Contractor must 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 this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

**7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**7.6.4** Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

## **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 must be prepared and executed by the contractor and by DCFS Director, or 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 must be prepared and executed by the contractor and by DCFS Director or designee.

**8.1.3** The DCFS Director, or designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will 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 must be prepared and executed by the contractor and by DCFS Director or designee.

## **8.2 Intentionally Omitted**

## **8.3 Authorization Warranty**

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

## **8.4 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation 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 will also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation will 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 must continue to provide all of the services set forth in this Contract.

## **8.5 Complaints**

The contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

### **8.5.1 Complaint Procedures**

- 8.5.1.1** Within five (5) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The contractor must preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within three (3) business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses must be sent to the County's 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 must 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 must 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) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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**

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 will, 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. Additionally, contractor certifies to the County:

- 8.7.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **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](#).

### **8.8.2 Written Employee Jury Service Policy**

**8.8.2.1** 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 must have and adhere to a written policy that provides that its Employees will 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.

**8.8.2.2** 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 will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract Contract and a copy of the Jury Service Program must be attached to the Contract.

**8.8.2.3** If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must 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 must 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.

**8.8.2.4** 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, will 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 will 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 must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

## **8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List**

Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor must 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-START Participants**

**8.11.1** Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer

qualified GAIN/START job candidates.

- 8.11.2** In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

**8.12.4.4** 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.

**8.12.4.5** 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

**8.12.4.6** The contractor Hearing Board's proposed decision will

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

#### **8.12.5 Subcontractors of Contractor**

No performance of this Contract or any portion thereof may be subcontracted by the contractor.

#### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) 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 <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>,

#### **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 will during the term of this Contract, maintain 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 will 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**

**8.15.1** 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 will 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 must 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 must 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The contractor must 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 Counterparts and Electronic Signatures and Representations**

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the contractor hereby agree to regard electronic 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 (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

### **8.19 Fair Labor Standards**

The contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 will 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 will 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 will 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 will 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 must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.22.2** The contractor will 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 will 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 will 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Intentionally Omitted**

## **8.24 Intentionally Omitted**

## **8.25 Intentionally Omitted**

## **8.26 Liquidated Damages**

**8.26.1** If, in the judgment of the DCFS Director, or designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DCFS Director, or designee, at their 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 DCFS

Director, or designee, in a written notice describing the reasons for said action.

**8.26.2** If the DCFS Director, or designee, determines that there are deficiencies in the performance of this Contract that the DCFS Director, or designee, deems are correctable by the contractor over a certain time span, the DCFS Director, or 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 Director, or 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) per day per infraction. Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) upon giving a five (5) day 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 must 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 must 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 must 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**

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 must 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 will 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** Contractor certifies to the County each of the following:
- 8.28.2.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
  - 8.28.2.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
  - 8.28.2.3** That contractor has a system for determining if its employment practices are discriminatory against protected groups.
  - 8.28.2.4** Where problem areas are identified in employment practices, the contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The contractor must 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 must 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, proposers, 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 will 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 will 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 will 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 will, 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**

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

**8.30 Notice of Delays**

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

**8.31 Notice of Disputes**

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

**8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The contractor must notify its employees, and will 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 must 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**

The contractor must notify and provide to its employees, and will 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



G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will 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 D (County's Administration) and E (contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The DCFS Director, or designee, will 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**

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 will 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 Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will 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 must 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 will not inhibit the contractor from publishing its role under this Contract within the following conditions:

**8.37.1.1** The contractor must develop all publicity material in a professional manner; and

**8.37.1.2** During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Manager. The County will 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) will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

**8.38.1** The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must 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, will 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, will be kept and maintained by the contractor and will 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 must be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the contractor will 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 must 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 will 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 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**8.38.4** 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 must 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 will be paid to the contractor by the County by cash payment, provided that in no event will 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**

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, will 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**

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) will 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 will 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 will 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 will 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 must:

**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 would 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 must 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 Program Manager:

**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 will 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 will 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 will 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 will 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 will 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) will 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 will 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 must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

**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 will 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) will 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**

The contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the contractor, must 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 will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County will 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 will terminate as of June 30 of the last fiscal year for

which funds were appropriated. The County will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

**8.48 Validity**

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

**8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will 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 will 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**

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**

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" will 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 will be grounds upon which County may terminate this Contract and/or pursue debarment of contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

### **8.53 Time Off for Voting**

The contractor must notify its employees and must 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 must 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 will 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 will not relieve contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### **8.55 Intentionally Omitted**

### **8.56 Intentionally Omitted**

### **8.57 Compliance with the County Policy of Equity**

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

### **8.58 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a contractor or its subsidiary or Subcontractor



("Proposer/contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/contractor has provided advice or consultation for the solicitation. A Proposer/contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Contract. This provision will survive the expiration, or other termination of this Agreement.

#### **8.59 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

### **9 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Child Abuse Prevention Reporting**

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

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

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

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

**9.1.2.3** The assurance that all employees of contractor understand that the safety of the child is always the first priority.

#### **9.2 Conduct of Program**

Contractor must abide by all terms and conditions imposed and required by

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

### **9.3 Contractor Alert Reporting Database (CARD)**

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

### **9.4 Shred Documents**

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

**9.4.2** Documents for record and retention purposes in accordance with Subsection 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

### **9.5 State Energy Conservation Plan**

Contractor must be in compliance with the mandatory standards and policies relating to energy efficiency in the State Conservation Plan (Title 24, California Administrative Code), Section 306 of the Federal Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33USC 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

### **9.6 Use of Funds**

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

## **10 SURVIVAL**

All uses of funds paid to contractor and other financial transactions related to contractor's provision of services under this Contract are subject to review and/or audit by DCFS,

County's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, contractor must pay to County the full amount of contractor's liability for such audit exceptions, as determined by DCFS, upon demand by County.

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions must survive the expiration or termination of this Agreement for any reason:

Paragraph 1	(Applicable Documents)
Paragraph 2	(Definitions)
Paragraph 3	(Work)
<hr/>	
Paragraph 5.4	(No Payment for Services Provided Following Expiration/ Termination of Agreement)
Paragraph 7.6	(Confidentiality)
Paragraph 8.1	(Amendments)
Paragraph 8.6	(Compliance with Applicable Law)
Paragraph 8.19	(Fair Labor Standards)
Paragraph 8.20	(Force Majeure)
Paragraph 8.21	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.26	(Liquidated Damages)
Paragraph 8.34	(Notices)
Paragraph 8.38	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.42	(Termination for Convenience)
Paragraph 8.43	(Termination for Default)
Paragraph 8.48	(Validity)
Paragraph 8.49	(Wavier)
Paragraph 8.58	(Prohibition from Participation in Future Solicitation(s))
Paragraph 10	(Survival)

**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 and 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 \_\_\_\_\_

BRANDON T. NICHOLS, DIRECTOR  
Department of Children and Family Services

CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_  
Approved Resource Family Parent

By \_\_\_\_\_

Name \_\_\_\_\_  
Approved Resource Family Co-Parent

\_\_\_\_\_  
Social Security Number (Last four digits)

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
DAWYN R. HARRISON, COUNTY COUNSEL

By \_\_\_\_\_

Aleen Langton, Principal Deputy County Counsel