



PHILIP L. BROWNING
Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

November 10, 2015

15 November 17, 2015

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


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST FOR DELEGATED AUTHORITY TO THE CHILDREN AND FAMILY SERVICES
DIRECTOR TO EXECUTE CONTRACTS FOR TRANSITIONAL SHELTER CARE SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests delegated authority to execute contracts for the provision of Transitional Shelter Care (TSC) services, to amend these contracts as needed, and to approve adding additional contractors for TSC services, if appropriate.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or his designee, to prepare and execute Contracts for TSC services substantially similar to the Sample Contract (Attachment A) with the prospective contractors listed in Attachment B, effective for one year upon execution, with an option to extend for up to two additional one-year periods. Prior to contract execution, DCFS will ensure: (a) applicable federal, State and County contracting regulations are observed; (b) sufficient funding is available; (c) prior County Counsel and CEO approvals are obtained; and (d) the DCFS Director notifies the Board and the CEO in writing within ten workdays of executing such contracts. The maximum annual costs of the TSC contracts is \$12,260,000 to be financed using 36 percent (\$4,413,600) federal revenue, 33 percent (\$4,045,800) State revenue and 31 percent (\$3,800,600) net County cost.

2. Delegate authority to the Director of DCFS, or his designee, to prepare and execute future contracts for TSC services, as needed to increase TSC availability provided: (a) applicable federal, State and County contracting regulations are observed; (b) sufficient funding above the initial TSC contract cost is available; (c) prior County Counsel and CEO approval is obtained; and (d) the DCFS Director notifies the Board and the CEO in writing within ten workdays of executing such contracts.

3. Delegate authority to the Director of DCFS, or his designee, to extend or amend the TSC contracts as needed to extend the contracts in three-month increments provided: (a) CDSS provides approval; (b) applicable federal, State and County contracting regulations are observed; (c) sufficient funding above the initial TSC contract cost is available; (d) prior County Counsel and CEO approval is obtained; and (e) the DCFS Director notifies the Board and the CEO in writing within ten workdays of executing such amendments.

4. Delegate authority to the Director of DCFS, or his designee, to amend the TSC contracts in alignment with any changes to the State's "Operating Standards CWC and YWC" (State Operating Standards); and amend these contracts as needed to increase or decrease the level of services up to 50 percent provided: (a) applicable federal, State and County contracting regulations are observed; (b) sufficient funding is available; and (c) prior County Counsel and CEO approval is obtained; and (d) the DCFS Director notifies the Board and the CEO in writing within ten workdays of executing such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In April 2015, the County and CDSS Director, Will Lightbourne, entered into a stipulated judgment in the lawsuit Lightbourne v. County of Los Angeles, Los Angeles Superior Court Case No. BC580223, which requires the County to provide licensed 72-hour transitional shelter care facilities for the populations of children currently served by the Children's Welcome Center (CWC) and Youth Welcome Center (YWC) within an abbreviated timeframe. It is anticipated that the TSC contracts will enable the County to comply with the terms set forth in the stipulated judgment.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan Goals No. 1: Operational Effectiveness: Contracting with the selected Contractors for Transitional Shelter Care bed hold services maximizes the effectiveness of processes, structures, operations, and strong fiscal management to support timely delivery of customer-orientated and efficient public services. In addition Goal number 3: Integrated Services Delivery: the recommended actions facilitate the County's maximization of opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

The maximum annual cost for the TSC contracts is \$12,260,000. The contracts will be financed using 36 percent (\$4,413,600) federal revenue, 33 percent (\$4,045,800) State revenue and 31 percent (\$3,800,600) net County cost. For subsequent fiscal years, the contract costs will be included in the Department's FY 2016-17 Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Government Code Sections 26227 and 31000 authorized Counties to contract for services. The CDSS Manual of Policy and Procedures (MPP) Section 23-650.1.18 allows counties to procure contracts by negotiation with prior CDSS approval when necessitated by unique circumstances. On July 17, 2015, DCFS received CDSS approval to procure by negotiation, contracts for TSC services for three years, in one-year increments, which could be extended in three-month increments upon

written agreement between the County and CDSS (Attachment C). DCFS sent notice to your Board of DCFS' intent to negotiate the TSC contracts on August 6, 2015. The TSC contracts require contractors to have identified beds continuously available for specific categories of DCFS children except when the beds are occupied. It is anticipated that the TSC contracts will enable the County to comply with the terms set forth in the stipulated judgment and diminish the overstays at the Children's Welcome Center and Youth Welcome Center.

The Department evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the TCS services contracts. County employees cannot effectively perform these services because they require the development and utilization of resources that are not available in the County system.

CONTRACTING PROCESS

Under California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Section 23-650.1.18, contracts may be negotiated without formal advertising, subject to prior CDSS approval, when necessary due to unique circumstances. In this instance, the time projected to complete the traditional competitive bidding process would preclude the County from meeting the abbreviated timeframes required under the stipulated judgment. Using the procurement by negotiation process will better enable the County to obtain the services in a timely manner to meet the required deadlines. In compliance with County of Los Angeles Code 5.100 (Sole Source Contracting Policy) and 5.120 (Authority to Approve Increases to Board Approved Contract Amounts), in August 2015, DCFS notified the Board of its intent to negotiate Sole Source contracts, and include a provision for increases above ten percent.

DCFS developed a Request for Information (RFI) for Transitional Shelter Care services and posted the RFI on both the Internal Services Department's (ISD) Purchasing and Contract Services website and the Department's web page. In addition, the RFI was emailed to DCFS': 1) Group Home contractors, 2) Foster Family Agencies (FFA) contractors; and 3) Emergency Shelter Care (ESC) contractors. DCFS received 19 responses to the RFI and a few phone inquiries. The selection of agencies was based on capacity and immediate availability to provide TSC services. The selected agencies for TSC services are non-profit human services agencies that specialize in providing services to children and youth and are currently licensed as Group Homes; and are in the process of applying for a TSC license. No referrals will be made to any agency until the required license is in place.

CONTRACTOR PERFORMANCE

The Department completes program monitoring of each existing contractor each year. In addition, DCFS' Contract Administration Division (CAD) Contract Compliance Section completes fiscal monitoring of contractors. Out-of-Home Care Management Division (OHCMD) and the Contract Compliance Section found that the recommended agencies are in good standing. OHCMD is providing technical support and assistance to the appropriate agencies regarding concerns noted during the most recent contract compliance and quality assurance reviews. The agencies have been responsive and demonstrated improvement. Prior to executing a contract with these agencies, CAD and OHCMD will ensure they are in good programmatic status.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The increased numbers of detained children combined with the dwindling number of available emergency placement options created an urgency to prevent overstays at the Department's ERCP, CWC and YWC. This heightened concern has led the Department to spearhead several different Emergency Shelter Care service initiatives to ensure children will have a safe and more structured out-of-home environment when removed from their homes in an emergency, 24-hours a day, and seven days a week.

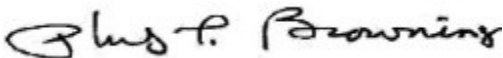
Without approval of the recommended action, the County will be out of compliance with the stipulated judgment in the lawsuit *Lightbourne v. County of Los Angeles*, Los Angeles Superior Court Case No. BC580223. Approval of the recommended action will contribute toward the Department's efforts to establish 72-Hour TSC services, which will increase the number of contracted beds for children and youth taken into protective custody after hours.

CONCLUSION

Upon Board approval, the Acting Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to:

Department of Children and Family Services
Attention: Leticia Torres-Ibarra, Contracts Division Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

Respectfully submitted,



PHILIP L. BROWNING
Director

PLB:EM LTI:EO

Enclosures

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

TRANSITIONAL SHELTER CARE SERVICES CONTRACT

(CFDA# 93.658)

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

(ENTER CONTRACTOR'S LEGAL NAME)

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

(ENTER MONTH AND YEAR)

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL SHELTER CARE SERVICES CONTRACT

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Attachment A CONTRACTOR’s Equal Employment Opportunity (EEO) Certification

Attachment B Community Business Enterprise Form (CBE)

Attachment C-1 CONTRACTOR Acknowledgement and Confidentiality Agreement

Attachment C-2 CONTRACTOR’s Employee Acknowledgement and Confidentiality Agreement

Attachment D CONTRACTOR’s Non-Employee Acknowledgment and Confidentiality Agreement

Attachment E Auditor-Controller Contract Accounting and Administration Handbook

Attachment F Internal Revenue Notice 1015

Attachment G Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)

Attachment H Safely Surrendered Baby Law Fact Sheet

Attachment I CONTRACTOR’s Administration

Attachment J COUNTY’s Administration

Attachment K Charitable Contributions Certification

Attachment L User Complaint Report (UCR)

Attachment M CONTRACTOR’s Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)

Attachment N OMB Circular A-133

Attachment O Certification of Compliance With the County’s Defaulted Property Tax Reduction Program

Attachment P Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

Attachment Q Sample Report on Outside Employment

Attachment R Sample Report on Conflict of Interest

Attachment S CWC and YWC Operating Standards

Attachment T	California Department of Social Services' Transitional Shelter Care Approval Letter
Attachment U	Semi-Annual Revenue and Expenditure Report

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**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL SHELETER CARE SERVICES CONTRACT**

Transitional Shelter Care Services (hereinafter referred to as "Contract").

This Contract is 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." _____ is located at _____.

RECITALS

WHEREAS, the COUNTY may contract with private businesses for _____ services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a private firm specializing in providing _____ Services; and

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract for Transitional Shelter Care Services; and

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

WHEREAS, this contract shall provide services pursuant to the provisions of Manual of Policies and Procedures (MPP) Sections 23-621.1.15.152, 23-650.2 and 23-650.1.18 State Regulations;

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1, A-2, A-3 and B, Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, and T set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract, Exhibits A, A-1, A-2, A-3 and Exhibit B, Attachments.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
 - B. "Contract" – this agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
 - C. "CONTRACTOR" – The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the COUNTY.
 - D. "COUNTY" – means the County of Los Angeles and includes the Department of Children and Family Services.

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

2.0 TERM

- 2.1 The term of this Contract shall commence on _____ or the date of execution by the Director of Children and Family Services, whichever is later, and shall expire on _____ or one year from the date of execution by the Director of Children and Family Services, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 The COUNTY shall have the sole option to extend the Contract term for up to 2 additional one-year periods, for a Contract term of 3 years. The COUNTY shall have the sole option to extend the Contract term of 3 years for additional three-month increments beyond the Contract term provided written agreement is obtained from the California Department of Social Services (CDSS). Each such extension option may be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.
- 2.3 The COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 2.4 The CONTRACTOR shall notify COUNTY when this Contract is within six (6) months of the expiration of the term. Upon occurrence of this event, the CONTRACTOR shall send written notification to COUNTY Program Manager.
- 2.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond the expiration date listed on 2.1 above, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.
- 2.6 During the term of this contract CONTRACTOR shall be subject to the CDSS CWC and YWC Operating Standards found in (Attachment S). Those Operating Standards, including subsequent modifications made by CDSS, shall be incorporated into this contract except for the physical plant requirements set forth in section 84087(a)(1) and (2), and section 84088(a)(1) and (2) of the Operating Standards that address unique

structural conditions in the CWC and YWC, and section 84322(n) relating to security staff, as referenced in Attachment T.

- 2.7 CDSS may modify the Operating Standards, including modifications to establish civil penalties upon the licensed agencies, as referenced in Attachment T.
- 2.8 If the entity with which the County contracts for the provision of transitional shelter care services to replace the CWC and the YWC provides care and supervision to non-transitional shelter care children, the entity shall not house transitional shelter care children with the entity's non-transitional shelter care residents, or comingle transitional shelter care children with the entity's non-transitional shelter care residents, without prior written approval from CDSS, as referenced in Attachment T.

3.0 CONTRACT SUM

- 3.1 The Maximum Contract Sum for this contract is _____ (\$XXXXXX).
- 3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed-priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit A-2, Pricing Schedule, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.
- 3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the COUNTY's express prior written approval.
- 3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not

constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

- 3.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Attachment J, County's Administration.
- 3.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit A-3, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

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

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

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

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

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

Certificates and copies of required endorsement shall be sent to:

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

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

4.1.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers,

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

- 4.1.3 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 4.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 4.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.
- 4.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this

Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

- 4.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 4.1.8 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- 4.1.9 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 4.1.10 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 4.1.11 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

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

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

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

4.2 Insurance Coverage Requirements:

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

4.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the

COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

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

5.0 INVOICES AND PAYMENTS

5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the rate of compensation specified in the Pricing Schedule, as supported by the Budget, and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.

5.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five (5) percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed to the COUNTY Program Manager.

5.3 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day

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

- 5.4 Whether or not federal dollars will be used to pay for services under this contract, expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and (OMB) 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html> and at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>.
- 5.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the COUNTY Program Manager for review and approval, as follows:

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

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Maricruz Trevino, Program Manager

- 5.6 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default

under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

- 5.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.9 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.10 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 6.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the

California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless of whether if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.

- 6.1 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be removed immediately from performing services under the Contract. CONTRACTOR shall comply with COUNTY's request at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 6.2 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.
- 6.3 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 6.4 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 6.5 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.0 CONFIDENTIALITY

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

- 7.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, "Contractor Acknowledgement and Confidentiality Agreement."
- 7.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment D, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 7.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 7.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 7.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the

preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

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

8.0 CONTRACTOR'S STAFF IDENTIFICATION

- 8.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.
- 8.2 CONTRACTOR is responsible to ensure that employees have obtained a COUNTY ID badge before they are assigned to work in a COUNTY facility. CONTRACTOR personnel may be asked by COUNTY representative to leave a COUNTY facility if they do not have the proper COUNTY ID badge on their person and CONTRACTOR personnel must immediately comply with such request.
- 8.3 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR shall retrieve and return an employee's COUNTY ID badge to the COUNTY on the next business day after the employee has terminated employment with the CONTRACTOR.
- 8.4 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR shall retrieve and return an employee's COUNTY ID badge to the COUNTY on the next business day after the employee has been removed from working on the COUNTY's Contract.

9.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

- 9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 9.4.1 Pay to the COUNTY any difference between the contract amount and what the COUNTY's costs would have been if the contract had been properly awarded;
 - 9.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 9.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 9.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

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

1.1 CONTRACTOR's Program Director

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

1.2 Recommendations Related to CONTRACTOR's Staff

1.2.1 COUNTY has the right to make recommendations regarding CONTRACTOR's staff performing work hereunder including, but not limited to, CONTRACTOR's Program Director. The COUNTY and CONTRACTOR will work collaboratively to address and try to resolve any COUNTY concerns related to the CONTRACTOR's staff.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

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

2.1 COUNTY Program Manager

The role of the COUNTY Program Manager may include:

- coordinating with CONTRACTOR and ensuring CONTRACTOR's performance of the Contract; however, in no event shall CONTRACTOR's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- upon request of the CONTRACTOR, providing direction to the CONTRACTOR, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall CONTRACTOR's obligation to fully satisfy all of the

requirements of this Contract be relieved, excused or limited thereby;
and

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR; however, in no event, shall CONTRACTOR's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- overseeing the day-to-day administration of this Contract; however, in no event, shall CONTRACTOR's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

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

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

4.0 ASSIGNMENT AND DELEGATION

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

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

an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

- 4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any person or entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with COUNTY's express prior written approval.

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

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

7.0 CHANGES AND AMENDMENTS

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

authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

- 7.3 COUNTY's Board of Supervisors or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.
- 7.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
 - 7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and
 - 7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and
 - 7.4.3 The Amendment is for a decrease, or an increase of not more than 50 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
 - 7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

8.0 CHILD ABUSE PREVENTION REPORTING

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

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

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

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

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

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

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

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

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

Contract pursuant to Part II, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

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

11.0 COMPLAINTS

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

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

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

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

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

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

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

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

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
- 12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 12.1.2 For contract over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 12.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or 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 this section 12.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense,

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

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. CONTRACTOR shall comply with Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

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

14.1 Written Employee Jury Service Policy

14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the

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

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

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

15.0 CONDUCT OF PROGRAM

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

16.0 CONFLICT OF INTEREST

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

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

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

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

CONTRACTOR shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

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

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

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

20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

- 21.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 21.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 21.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

21.7 If a Contractor has been debarred for a period longer than five (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.

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

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

21.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

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

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

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

23.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit B, Attachment M, in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit B, Attachment M, CONTRACTOR's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

24.0 CONTRACTOR'S WORK

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

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

25.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines

are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

26.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

27.0 EMPLOYEE BENEFITS AND TAXES

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

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

28.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

29.0 EVENTS OF DEFAULT

29.1 Default for Non-Performance

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

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

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

29.2 Default for Insolvency

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

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

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

29.2.2 The filing of a voluntary petition in bankruptcy;

29.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

29.3 Other Events of Default

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

30.0 FAIR LABOR STANDARDS

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

31.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

32.0 FORMER FOSTER YOUTH CONSIDERATION

32.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein,

CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

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

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

33.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

34.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents and volunteers ("County Indemnitees") from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

35.0 INDEPENDENT CONTRACTOR STATUS

- 35.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 35.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 35.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 35.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-1, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, CONTRACTOR's Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

36.0 LIQUIDATED DAMAGES

- 36.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 36.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the

CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
- (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

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

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

37.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

38.0 MOST FAVORED PUBLIC ENTITY

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

39.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

39.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

39.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under this Contract or under any project, program or activity supported by this Contract.

- 39.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 39.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 39.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

40.0 NON EXCLUSIVITY

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

41.0 NOTICE OF DELAYS

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

42.0 NOTICE OF DISPUTE

The CONTRACTOR shall 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 Director, or designee shall resolve it.

43.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

44.0 NOTICES

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

45.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

46.0 PROPRIETARY RIGHTS

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

46.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the

Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 46.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 46.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 46.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 46.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 46.4 for:
 - 46.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 46.3;
 - 46.5.2 Any materials, data and information covered under Sub-section 46.2; and
 - 46.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 46.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

- 46.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 46.8 The provisions of Sub-sections 46.5, 46.6, and 46.7 shall survive the expiration or termination of this Contract.

47.0 PUBLIC RECORDS ACT

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

48.0 PUBLICITY

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

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

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

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

49.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

49.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with

California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 49.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 49.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 49.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 49.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

50.0 RECYCLED-CONTENT PAPER

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

51.0 SAFELY SURRENDERED BABY LAW

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

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

51.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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

52.0 SHRED DOCUMENT

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

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

53.0 SUBCONTRACTING

53.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any

attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

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

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

53.2.2 A draft copy of the proposed subcontract; and

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

53.3 CONTRACTOR shall indemnify, defend, and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.

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

53.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

53.6 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.

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

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

- 53.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Insurance Coverage Requirements, of this Contract, and
- 53.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 53.8 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.
- 53.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 53.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 53.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

54.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 54.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:
- 54.1.1 CONTRACTOR has materially breached this Contract;
- 54.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- 54.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (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.

- 54.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 54.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 54.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 54.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 54.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 54.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.
- 54.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 54.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of

procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 54.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

54.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Indemnification.

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

55.0 TERMINATION FOR CONVENIENCE

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

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

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

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

55.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this

Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

56.0 TERMINATION FOR IMPROPER CONSIDERATION

- 56.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 56.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 56.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

57.0 TERMINATION FOR INSOLVENCY

- 57.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 57.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- 57.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- 57.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;
or

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

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

58.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

59.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

60.0 REVIEW OF USE OF FUNDS

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

60.1 If CONTRACTOR is organized as a Federal Tax Exempt and non-profit corporation, it shall conduct itself in accordance with all accounting and operating requirements of such status throughout the term of this contract.

- 60.2 The monthly rate of compensation specified in the Pricing Schedule must be tied to the COUNTY approved agency Budget.
- 60.3 CONTRACTOR shall use all DCFS funds paid to and expended by Contractor only for the care and services and reasonable and allowable expenditures in providing the necessary Services, as specified in this Contract Statement of Work for children referred by the COUNTY in Contractor's Transitional Shelter Care services program. Such expenditures shall be in accordance with the California Department of Social Services Manual of Policy and Procedures and applicable federal regulations including, 45 Code of Federal Regulations (CFR) Part 74, and the Office of Management and Budget (OMB) Circular A-133, "Cost Principles for Non-profit Organizations" or 41 CFR, "Public Contracts and Property Management" or any federal regulations that supersede these. In the event of conflict between State and federal regulations or between State regulations and COUNTY policies in determining the allowability of cost such conflict or inconsistency shall be resolved by giving precedence to Federal regulations. Any funds not expended in accordance with the above regulations will be disallowed on audit, and will require repayment by CONTRACTOR. Reasonable funds may be rolled over between fiscal years as a prudent reserve.
- 60.4 By August 1 of each year, including August 1, 2016 and each year afterwards, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR's Expenditures for the then current fiscal year. CONTRACTOR's cost allocation plan shall be developed in accordance with the principles included in the County Auditor-Controller Contract Accounting and Administration Handbook (Attachment E); California Manual of Policy and Procedures, Sections 11-400, 11-402, 11-403, 11-404, and 11-420; the applicable federal regulations 41 CFR, 45 CFR Part 74 and 74.2, OMB Circular A-133 (Attachment N), or any federal regulations that supersede these.
- 60.5 In addition to the monthly rate of compensation, CONTRACTOR must be qualified and authorized to access categorical funding for which a Family/child is qualified, including, but not limited to, DCFS funds, Title IXX Medi-Cal, Medi-Caid, Temporary Assistance to Needy Families (TANF), and Healthy Families.

Any DCFS funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Part II, Section 42.0 Notice of Dispute and Section 60.0 Review of Use of Funds.

- 60.6 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of AFDC-FC funds, paid to and Expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of Transitional Shelter Care Children, and to determine the appropriate disposition of unallowable Expenditures.
- 60.7 Total accumulated unexpended funds (TAUF) shall include CONTRACTOR's unexpended funds. CONTRACTOR's TAUF shall be reflected on its Annual Revenue and Expenditure Report (Attachment U).
- 60.8 At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than two months budgeted revenues for COUNTY's Transitional Shelter Care Program for its next fiscal year may be retained by CONTRACTOR for future use for the benefit of Transitional Shelter Care enrolled Children for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that CONTRACTOR's TAUF, at the end of any given CONTRACTOR fiscal year, exceeds the TAUF Ceiling, CONTRACTOR shall develop a plan regarding how to utilize the TAUF for the benefit of the Children and Families it serves for reasonable and allowable costs, and shall submit the plan to County Program Director for review and approval within 60 Days of the fiscal year end. OMB Circular A-133 (Attachment N); California Manual of Policy and Procedures, Sections 11-400, 11-402, 11-403, 11-404 through 11-404.2.24, and 11-420; and 45 CFR 74.2 provide examples of permissible uses of unexpended funds. Said Sections may provide a guideline for permissible uses of TAUF. However, all CONTRACTOR plans for uses of TAUF require pre-approval by the COUNTY.
- 60.9 If the plan is not approved, CONTRACTOR shall, in consultation with COUNTY, work to develop a revised plan that is acceptable to COUNTY within 30 days of denial of proposed plan. DCFS shall respond in writing within 25 days of receipt of CONTRACTOR's revised plan. CONTRACTOR shall respond with any proposed amendments to revised plan within 15 business days of receipt of DCFS' written response. DCFS will issue a final plan within 5 days of receipt of CONTRACTOR's amendments.
- 60.10 CONTRACTOR's failure to develop an appropriate plan for the utilization of excess TAUF, or the Expenditure of excess TAUF without a COUNTY approved plan shall constitute a material breach of the Contract. In such

instance, COUNTY may take appropriate action, pursuant to this Contract, including, but not limited to, requesting repayment of funds.

61.0 VALIDITY

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

62.0 WAIVER

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

63.0 WARRANTY AGAINST CONTINGENT FEES

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

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

64.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, 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 _____
Philip L. Browning, Director
Department of Children and Family Services

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM, INTERIM COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
72-HOUR TRANSITIONAL SHELTER CARE SERVICES

STATEMENT OF WORK



COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
72-HOUR TRANSITIONAL SHELTER CARE SERVICES
STATEMENT OF WORK
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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
72-HOUR TRANSITIONAL SHELTER CARE SERVICES

STATEMENT OF WORK

PART A: INTRODUCTION

1.0 PREAMBLE:

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

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Operational Effectiveness/Fiscal Sustainability; 2) Community Support and Responsiveness; 3) Integrated Services Delivery. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

2.0 OVERVIEW:

2.0 The Juvenile Court gives responsibility for the care, custody, and control for each dependent child to the Department of Children and Family Services (DCFS). The Board of Supervisors, through the Transitional Shelter Care Services contract, gives authorization for all children that have been taken into protective custody or who are dependent children of the court be placed in a contracted Transitional Shelter Care Facility for a period not to exceed 72 hours to be sheltered while awaiting placement.

2.1 Transitional Shelter Care (TSC) services shall include, but not be limited to, 24-hour care and supervision to children in a structured environment, with such services provided at least in part by staff employed by the TSC

Facility licensee. The care and supervision of children provided by a TSC Facility licensee shall be non-medical except as permitted by Welfare and Institutions Code (WIC) 17736(b).

2.1.1 The TSC Facility shall be operated in accordance with the California Department of Social Services (CDSS) Community Care Licensing Division's (CCLD) Operating Standards YWC and CWC (Operating Standards), or as further amended by CCLD, attached as Attachment XX.

2.1.2 Additional provisions applicable to CONTRACTOR are listed within CDSS letter dated July 17, 2015, attached as Attachment XX.

2.2 CONTRACTOR shall maintain the agreed number of beds for the selected TSC service category listed in Attachment XX, TSC Services Capacity Agreement, on a 24-hour, 7 days a week basis. CONTRACTOR shall provide a safe and caring temporary shelter for a period not to exceed 72 hours.

2.3 CONTRACTOR shall provide a bed for each TSC Child, to keep them safe and comfortable. Once a TSC Child is in the CONTRACTOR'S TSC Facility, the CONTRACTOR will provide for the TSC Child's basic needs.

2.4 CONTRACTOR shall adhere to providing services described in Exhibit XX and XX, Foster Youth Bill of Rights and Foster Youth Mental Health Bill of Rights.

2.5 Discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status is prohibited in the California foster care system.

3.0 DCFS PRIORITIES FOR TSC CHILDREN:

DCFS has established the following priorities for TSC children in its care: (1) safety; and (2) well-being/self-sufficiency.

3.1 Safety: Safety is defined as freedom from abuse and neglect. The Performance Measure Summary and Service Tasks addressing this priority are found in Part D, Section 1.0 of this SOW. Abuse and neglect in out-of-home care is defined in the California Penal Code, Section 11165.5.

3.2 Well-Being/Self-Sufficiency: This priority in the Statement of Work refers to medical, emergency dental, psychological, and psychiatric well-being. The Performance Measure Summary and Service Tasks addressing this priority are found in Part D, Section 3.0 of this SOW.

4.0 DEFINITIONS:

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

- 4.1 **Child Care Staff** – means staff that attend to children and perform a variety of tasks such as dressing, feeding, bathing, and overseeing play and recreational activities.
- 4.2 **Children’s Social Worker (CSW)** – means an employee of the Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.
- 4.3 **Certified administrator** – means an employee of the CONTRACTOR and shall have the following qualifications pursuant to80064.
- 4.4 **CONTRACTOR** – means the State Licensed TSC provider(s) who has/have fully passed all DCFS requirements to meet the need of the TSC Children placed in their TSC Facility.
- 4.5 **CONTRACTOR Program Director (CPD)** – means the CONTRACTOR’s designated staff person who shall be responsible for daily management of Contract operations and overseeing the work to be performed by CONTRACTOR as defined in this TSC SOW.
- 4.6 **Corrective Action Plan (CAP)** – means a written commitment by CONTRACTOR to remedy its performance deficiencies under the Contract.
- 4.7 **COUNTY Program Manager (CPM)** – means the COUNTY’s designated staff person who will be responsible for administering this CONTRACT and the daily management of this Contract’s operations, and for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 4.8 **Designee** – means staff who acts on behalf of the CONTRACTOR Program Director (CPD or County Program Manager (CPM), in their absence.
- 4.9 **Do Not Refer** – means the suspension of new DCFS referrals when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize the safety and well-being of the TSC Child and there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of the Contract for which the CONTRACTOR fails to take corrective action (when appropriate).

- 4.10 **Do Not Use Status** – means all TSC Children are removed from the CONTRACTOR’s care within a specified period of time. No referrals may be made to the TSC Facility. DO-Not-Use Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize the safety and well-being of TSC Child and there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is a serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Contract for which the CONTRACTOR fails to take corrective action (when appropriate).
- 4.11 **Non Minor Dependent (NMD)** - means a young adult age 18-20 that remains in Extended Foster Care (EFC) and are under the jurisdiction of the juvenile court. Young adults who remain in EFC are referred to as a Non Minor Dependent (NMD) as defined in W&IC section 11400(v). This definition includes NMDs served under an agreement between the state and tribes pursuant to W&IC section 10553.1 or supervised by probation.
- 4.12 **Operating Standards YWC and CWC** – means
- 4.13 **Psychiatric Mobile Response Team (PMRT)** – means Psychiatric Mobile Response Teams (PMRT) consists of DMH licensed clinical staff assigned to a specific Service Area in Los Angeles County. Teams have legal authority per Welfare and Institutions Code 5150 and 5585 to initiate applications for evaluation of involuntary detention of individuals determined to be at risk of harming themselves or others or who are unable to provide food, clothing, or shelter as a result of a mental disorder.
- 4.14 **Senate Bill 82 (SB 82) Team** – is a Department of Mental Health (DMH) team who provides triage/crisis services to underserved and vulnerable populations for whom field-based crisis response services are currently inadequate.
- 4.15 **TSC Child or TSC Children** – means is any infant, child, teen, teen mother and her infant, or sibling group, ages 0-17, and 18 through 20 (Non Minor Dependents “NMD”) placed by the COUNTY and receiving services from the CONTRACTOR pursuant to this SOW.
- 4.16 **Transitional Shelter Care (TSC) Facility** - means any facility licensed by the CDSS Community Care Licensing Division (CCLD) to provide TSC services.
- 4.17 **Transitional Shelter Care (TSC) Facility Manager** - means an employee of the CONTRACTOR and shall have the following qualifications pursuant to Operating Standards YWC and CWC.

- 4.18 **Transitional Shelter Care (TSC) Program** – means time limited temporary shelter care for children who are awaiting placement for a period not to exceed 72 hours.
- 4.19 **Transitional Shelter Care (TSC) Staff** – means staff that may include child care, social work, and administrative staff that are employed by the TSC facility.

5.0 PROGRAM GOALS

The primary purpose of the 72-hour TSC Program is to serve children who are the subject of an application for petition under Section 300 of the Welfare and Institutions Code, where dependent and neglected children ages from two (2) days through 20 years of age are detained from their parent(s) or guardians for their protection, pending possible judicial action, or are pending placement if previously adjudicated as dependent children.

While at a TSC Facility, children are provided temporary, safe, and caring shelter, and a concerted attempt to minimize the mental and emotional trauma experienced by the child, as a result of their sudden separation from their parent/guardian considering the circumstances which led to the child's removal/detention.

There are important objectives considered when a child is admitted to the TSC Facility. One of the primary objectives is to ensure that the time spent at the TSC Facility is as brief as possible. A further objective is to provide a treatment oriented setting where emphasis is placed on providing children with a supportive therapeutic milieu in which the trauma experienced as a result of having been abused, neglected, or abandoned and removed from their homes is immediately addressed. With a direct service, diagnostic assessment and crisis intervention capability, the TSC staff working in a multi-disciplinary team approach, formulates objectives and goals, which will assist the child after he/she leaves the TSC.

6.0 SERVICE DELIVERY SITES:

The CONTRACTOR'S Services described hereunder shall be provided in a licensed TSC Facility as listed on Exhibit XX, Service Delivery Sites.

The Contractor shall request approval from the CPM or designee in writing a minimum of thirty (30) Days before: (1) terminating Services at any of the above location(s); and (2) before commencing Services at any other location(s) not previously approved in writing by CPM or designee.

CONTRACTOR shall not place children at a service delivery site not listed on Exhibit BB. Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract upon which COUNTY may take all appropriate action including but not limited to,

implementation of Hold Status, Do Not Refer Status, and/or Do Not Use Status, as set forth in the TSC Contract, Part I, Section 15.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise any and all of its legal rights consistent with Part I, Section 19.0 Dispute Resolution Procedures of this Contract.

7.0 CONTRACTOR STAFF QUALIFICATIONS AND REQUIREMENTS:

7.1 Criminal Record Clearance Procedures, Criminal Record Statements and Child Abuse Index Checks.

The CONTRACTOR shall comply with the requirements of the TSC Contract, Part II, Standard Terms and Conditions, Section 18.0 Criminal Clearances. Criminal Record Clearances Procedures, Criminal Record Statements, and Child Abuse Index Checks.

For the safety and welfare of the TSC Children, the CONTRACTOR agrees, as permitted by law, to: (1) submit two sets of fingerprints in accordance with CCLD procedures for the Department of Justice and FBI criminal records searches for all non-exempt persons specified in California Health and Safety Code Section 1522(b); (2) submit for these persons the Child Abuse Central Index Check for State Licensed Facilities (LIC 198 A); (3) ensure that these persons complete a Criminal Record Statement (LIC 508); and (4) follow the requirements in California Health and Safety Code, Section 1522-1522.01 (Exhibit F) and as specified in Title 22, Division 6, Chapter 1, Article 3, Section 80019(a)(2).

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

7.2 Reporting of Subsequent Arrests or Convictions:

The CONTRACTOR shall notify the CPM or designee for DCFS, of any known arrest and/or subsequent conviction, other than for minor traffic offenses, of all non-exempt persons specified in California Health and Safety Code Section 1522(b). Such notice shall be given within one working day of the time such information becomes known to the CONTRACTOR. (These codes are available at <http://www.leginfo.ca.gov/>).

7.3 Staff Qualifications and Requirements:

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

qualifications in the applicable sections of: (1) the Operating Standards YWC and CWC, or as further amended by Community Care Licensing Division (CCLD). Specific requirements in this regulation include:

- a. CONTRACTOR shall provide a certified administrator(s) for a minimum of 20 hours per week for each 6-bed TSC Facility site; and a full-time administrator for each TSC Facility site with a licensed capacity of 7 or more.
- b. CONTRACTOR shall ensure a TSC Facility Manager is present at the TSC Facility at all times when one or more TSC Children are present.
- c. CONTRACTOR shall provide Night-awake staff to provide care and supervision to children during the hours of 9:00 PM to 7:00 AM Pacific Standard Time (PST).
- d. CONTRACTOR shall provide an on-site mental health clinician during normal business hours 9 a.m. to 5:30 p.m. and on-call after normal business hours and weekends. CONTRACTOR's mental health clinician shall respond to calls within two hours of referral.
- e. CONTRACTOR shall provide the minimum number of qualified staff to provide direct child care and supervision staff with sufficient expertise to supervise, protect and care for the TSC Children, individually and in groups at all times.
- f. The CONTRACTOR shall ensure all TSC staff receive initial and ongoing training to enable them to fulfill their service responsibilities to provide safe and nondiscriminatory care and services to TSC Children. Additionally, Contractor shall ensure all TSC staff receive initial and ongoing training regarding TSC Children to have fair and equal access to all available services and not to be subjected to harassment or discrimination based on their actual or perceived sexual orientation or gender identity.

7.4 Staff Language Requirements:

The CONTRACTOR shall provide child care staff who are proficient in both speaking and writing the language(s) of the TSC Child. The CONTRACTOR may comply with this requirement by providing equivalent bi-lingual resources.

PART B: TARGET DEMOGRAPHICS

1.0 CHILDREN AND YOUTH RECEIVING SERVICES

- 1.1 The CONTRACTOR shall provide TSC Services to TSC Children who manifest the characteristics and behaviors reflected in the CONTRACTOR'S Program Statement, LIC 9106, PART II, PROGRAM DEMOGRAPHIC, SERVICES & CAPABILITIES (SECTION 2), PART B.

CHILD CHARACTERISTICS AND BEHAVIORS and as indicated on Exhibit XX on Service Delivery Sites.

- 1.2 A child that is admitted in the CONTRACTOR'S TSC Facility may have multiple unmet needs for stability, continuity, emotional support, nurturing and performance. Many of these children have a significant history of multiple placement failures, unresolved emotional trauma and behavioral problems, including defiant and delinquent conduct.
- 1.3 Children ages 0-17 (infant, child, teenager, teenage parent with his/her infant(s), and sibling group), who are in need of TSC services while awaiting placement and are under the care and supervision of DCFS;
- 1.4 Effective January 1, 2012, youth 18 years through age 20, who meet the criteria of State law, AB 12 (Chapter 559, Statutes of 2010).

PART C – COUNTY'S RESPONSIBILITIES

1.0 COUNTY'S ADMINISTRATION

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

2.0 REFERRALS TO THE TSC PROGRAM

CONTRACTOR shall receive referrals for TSC Services from the CPM or designee, 24 hours a day, seven days a week.

3.0 IN-TAKE

Co-located DCFS staff at the TSC Facility will provide the following assistance:

- 3.1 **Review of the application** - for a WIC 300 petition through the Dependency Court and any other data made available through CWS/CMS to determine the circumstances that resulted in the child's need for protection.
- 3.2 **Interview and observe the child** - and other persons with knowledge of the circumstances of the case.
- 3.3 **Observation of behavior** - staff notes the behavior of the child to determine outward manifestation of possible areas of dysfunction.
- 3.4 **Review of family history** - all available social, medical, and psychological data concerning the child and his family are reviewed by the DCFS Social Worker staff, whenever possible.
- 3.5 **Medical and Mental Health Screening** – every child entering the TSC Facility will receive a medical and mental health screening at the 24-hour HUB at the LAC/USC VIP clinic or the Medical HUB that is closest to the TSC Facility or as designated by the County. Children arriving with medical concerns or contagious conditions are treated at the HUB, and will be isolated at the TSC Facility when necessary.
- 3.6 **Mental Health Assessment** – children screened at VIP will be assessed to receive SB 82 services provided they meet the criteria as described in Attachment X Child and Youth Crisis Stabilization Teams Fact Sheet.

4.0 MONITORING

- 4.1 The COUNTY shall monitor the CONTRACTOR, including but not limited to a review and audit for compliance with this Contract, Statement of Work, and all applicable laws and regulations pertaining to the TSC Contract.
- 4.2 The COUNTY shall also monitor areas that include, but are not limited to, the following:
 - a. A site inspections based on Title XXII Regulations;
 - b. Interview of the TSC Children; and
 - c. A review of the CONTRACTOR'S training hours and any complaints filed by CCLD or DCFS.

PART D – CONTRACTOR'S RESPONSIBILITIES

1.0 CONTRACTOR'S ADMINISTRATION

- 1.1 The CONTRACTOR shall designate a CONTRACTOR Program Director (CPD) who shall be responsible for daily management of Contract operations and overseeing the work to be performed by CONTRACTOR as defined in this TSC SOW.
- 1.2 The CPD shall have a designee who acts on behalf of the CPD, in their absence. The CPD and designee are identified in CONTRACTOR's Administration, Exhibit _ of the Contract.
- 1.3 The CPD shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with the CPM on a regular basis.
- 1.4 CPD shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.
- 1.5 The TSC Staff will formulate an initial assessment for each child to include the following components:

2.0 IN-TAKE

- 1.1 **Orientation** – Each child receives an orientation to group living, TSC Facility schedules, and personal responsibilities while at the TSC Facility.
- 1.2 **Crisis Intervention** – Intervention is directed toward helping the child resolve the immediate anxieties and feelings resulting from being separated from family and friends, and from parental mistreatment and/or neglect, as well as efforts to assist with transitioning into the group living situation. The TSC Facility will serve any child subject to an application for petition, some of these children may be emotionally traumatized. Children with known mental health issues shall be provided crises intervention services immediately by an on-site mental health clinician, provided the proper consent is on file. When the child is a danger to self or others, the Psychiatric Mobile Response Team (PMRT) shall be contacted, and they will assess and determine if a hold on the child in a hospital setting is necessary.
- 1.3 **Mental Health Assessment** – A child who has been assessed by a DMH SB 82 Team to have met the criteria to receive SB 82 services will be provided a set of services at the TSC Facility premises (see Attachment X Child and Youth Crisis Stabilization Teams Fact Sheet). CONTRACTOR shall accommodate the DMH SB 82 Team as needed.
- 1.4 **Individual counseling** – A child shall receive individual counseling intervention treatment on-site by mental health clinicians when recommended by the screening process, or requested by the child, provided the proper consent is on file. There is an emphasis on the child's positive qualities, with importance being placed on the child's strengths and helping him to utilize these strengths.
- 1.5 **Structure** – During their stay at the TSC Facility, children will be segregated by age, gender and special need, and in some cases by

known behaviors. Rules are clearly interpreted to the child and consistently administered to help the child cope with adjustment to a new environment. The child is encouraged to discuss conflicts, anxieties, and frustrations resulting from this environment. Every effort is made by staff to help the child accept limit setting as a positive learning experience.

- 1.6 **Special Activities** - The child is encouraged to make beneficial use of their time and participate in activities, including group and individual recreation, co-educational social activities, and arts/crafts.

PART E: SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

The CONTRACTOR shall ensure a safe environment, which provides for the well-being of each TSC Child and leads to permanence for each TSC Child. Specifically, the CONTRACTOR shall provide all deliverables and tasks described in this Contract and Statement of Work, including but not limited to the Service tasks described in the Program Goals, above. In addition, the CONTRACTOR shall meet or exceed the performance targets described on each "Performance Measure Summary" which follows (i.e., Performance Measure Summary, 1.0 Safety; Performance Measure Summary and 2.0 Well-Being/Self-Sufficiency.) Throughout the term of this Contract, DCFS will monitor the CONTRACTOR'S performance. Any failure by the CONTRACTOR to comply with the terms of this Contract, including any failure to meet or exceed the performance targets described on each "Performance Measure Summary" which follows, may result in COUNTY'S termination of the whole or any part of the Contract, and/or placement of the CONTRACTOR on "Hold", "Do Not Refer" (DNR), or "Do Not Use" (DNU) Status or any other remedy specified in the Contract.

**PERFORMANCE OUTCOME SUMMARY
1.0 SAFETY**

PROGRAM: TRANSITIONAL SHELTER CARE SERVICES

PROGRAM TARGET GROUP: TSC CHILDREN

PROGRAM GOAL AND OUTCOMES:

Safety – Ensuring child safety, consistency in decisions and proper match of services and resources to need.

OUTCOME INDICATORS	PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
Children shall be free of abuse and neglect as specified in Section 1522(b) of the California Health and Safety Code.	100% TSC staff and any individual working with the target population will undergo a criminal record review.	CWS/CMS Electronic Child Awaiting Placement (CAP) Log. CCLD Citations
Children will be provided optimal services while at the TSC facility.	100% TSC staff will receive training on how to best to perform the most effective child care for children.	Special Incident Reports via the I-Track web-based system.
Abuse and neglect referrals and their disposition	99.68% of children are free from a report of substantiated maltreatment by TSC staff, volunteers or affiliates.	
The TSC facility physical plant will be safe.	98% CCLD citations on safety and physical plan deficiencies.	
Lack of supervision and child-to-child injuries will requirement an SIR submission and treatment by a health professional.	98% of children are free from child-to-child injury while under the supervision of the TSC staff.	

Performance Outcome Summary.Safety.doc

1.0 SAFETY

PERFORMANCE OUTCOME GOAL: TSC Children shall be free of abuse and neglect as specified in California Health and Safety Code Section 1522(b), other children, and family members.

SERVICE TASKS:

1.1 Movement of TSC Children:

1.1.1 Prior Authorization for Movement of TSC Children:

The CONTRACTOR may not move a TSC Child from the TSC Facility site to another within the CONTRACTOR'S program unless authorization is provided by the COUNTY, and only on a case-by-case basis.

1.1.2 Emergency Movement of TSC Children:

In the event of an emergency, the CONTRACTOR may move a TSC Child without prior authorization from the COUNTY. The CONTRACTOR shall make every effort to keep the TSC Child in the same school. For the purposes of this paragraph, an emergency is defined as any situation that threatens the health and safety of the TSC Child or others in the TSC Facility.

- (a) The CONTRACTOR shall notify either the DCFS co-located staff, TSC Child's CSW (Children's Social Worker), the CSW's supervisor, the CSW's administrator or, after working hours, the Child Protection Hotline (800-540-4000), of the emergency replacement. Notification shall be made immediately after the TSC Child is moved. The CONTRACTOR shall then discuss the situation with the CSW or the CSW's supervisor and document the conversation and decision in the TSC Child's record.

1.2 Safe Environment:

1.2.1 The CONTRACTOR shall maintain an environment, indoors and outdoors, that is clean and free from hazards.

- (a) Where a fence or wall is used to make an outdoor activity space inaccessible (such as a swimming pool), the CONTRACTOR shall meet all the requirements of Title 22, Sections 80087(f) and 84087.2(a)(4). The CONTRACTOR shall also keep any swimming pool area locked and inaccessible except when supervised by an adult who is certified for water safety. The CONTRACTOR shall also have safety equipment on hand in the pool area consisting of at least a donut ring with a rope and a pole with a hook.
- (b) For two-story residences, the CONTRACTOR shall have an exterior fire exit from the second story in addition to the inside exit. In some

cases DCFS can approve exit from a second-story window(s) if it is equipped with a properly located rollout ladder(s) stored in a locked cabinet with a breakout glass.

(c) CONTRACTORS shall check the Megan's Law Website at <http://meganslaw.ca.gov> prior to licensing a new site to ensure that no registered sex offender lives so close that he/she will be a potential threat to the safety of the TSC Children.

(d) Contractor shall develop a Safety Plan as applicable to ensure the safety of the TSC Children.

1.2.2 The CONTRACTOR shall monitor for compliance that: (1) TSC Children are not exposed to second-hand smoke; (2) TSC Children under eighteen (18) years of age are not permitted to use any tobacco products under any circumstances; (3) TSC Children are not to drink any alcoholic beverages under any circumstances; and (4) TSC Children are not to use narcotics or illegal drugs.

1.2.3 The CONTRACTOR shall: monitor for compliance with Title 22, Chapter 1, Sections 80087 and 80088, and Chapter 4, Sections 83087, 83087.1, 83087.2, and 84088 to provide: (1) a home and yards that are safe, well-maintained, and appropriately furnished; (2) age appropriate environment; (3) a bedroom, or sufficient space in a shared bedroom, with a comfortable mattress in good condition and adequate space to store clothing and personal items; (4) an appropriate and well-lit space for studying; (5) acceptable housekeeping; and (6) safety gates and latches as applicable.

In accordance with Title 22, Chapter 1, Section 80087(e)(1) through (3), disinfectants, cleaning solutions, poisons, firearms, and other items that could pose a danger if readily available to clients shall be stored where inaccessible to clients. Storage areas for poisons, and firearms and other dangerous weapons shall be locked. In lieu of locked storage of firearms, the licensee may use trigger locks or remove the firing pin. Firing pins shall be stored and locked separately from firearms. Ammunition shall be stored and locked separately from firearms. Medicines shall be stored as specified in Section 80075(m) and (n) and separately from other items specific in Section 80087(g). The items specified in Section 80087(g) shall not be stored in food storage areas or in storage areas used by or for clients.

1.2.4 The CONTRACTOR shall monitor at least quarterly for compliance with Title 22, Division 6, Chapter 1, Article 7, and Chapter 5, Article 7, regarding physical environment. The CONTRACTOR shall develop a checklist for monitoring that incorporates the above regulations.

1.3 Requirements for Vehicles Used to Transport Children:

The CONTRACTOR shall: (1) provide safe, insured vehicles(s) (in compliance with the Contract, Section 5.2) to provide adequate transportation for TSC Children; and (2) abide by all applicable federal and state laws and regulations in transporting TSC Children.

The CONTRACTOR shall monitor and maintain records to verify that staff who transport the TSC Children: (1) have and maintain a valid driver's license with the Department of Motor Vehicles; and (2) insure their vehicles, if used to transport the TSC Children, in compliance with the insurance coverage requirements set forth in the Contract Terms and Conditions.

1.4 CONTRACTOR'S Responsibilities for TSC Children off Grounds:

1.4.1 Pre-Approval by County Worker:

For DCFS, TSC Children may not leave the TSC Facility unaccompanied for any purposes, unless ordered by the court or authorized by their case-carrying COUNTY CSW and/or if it has been pre-approved by the TSC Manager and the CONTRACTOR or designee agrees. The CONTRACTOR staff shall know the whereabouts of TSC Children who are off grounds and be able to identify who is responsible for supervision at all times.

1.4.2 Maintenance of a Sign-in/Sign-out Log:

The CONTRACTOR shall maintain a detailed sign-in/sign-out log for TSC Children who leave the TSC Facility for any reason. This log shall include the name of the child, his/her destination, the time he/she left the TSC Facility, the anticipated time of return, and the name and telephone number of the person who is responsible to supervise the resident while he/she is away from the TSC Facility.

The CONTRACTOR shall maintain a daily log of all visitors that includes the following information: (1) the County Worker; (2) the person they are visiting; and (3) the arrival and departure times.

1.5 Restraints and Seclusion:

The CONTRACTOR shall abide by the requirements of California Health and Safety Codes 1180-1180.6 regarding the use of seclusion and behavioral restraints (Attachment XX). These requirements include, but are not limited to, the following:

1.5.1 Important Procedures:

- (a) The CONTRACTOR shall conduct an assessment meeting on each child before or as soon as possible after placement that includes specified persons regarding: (1) A TSC Child's advance directive regarding de-escalation or the use of seclusion or behavioral

restraints; (2) identification of early warning signs, triggers and precipitants that cause the child to escalate or become aggressive; (3) identification of techniques, methods or tools that would help the child control his/her behavior; (4) identification of preexisting medical conditions or physical disabilities or limitations that would place the child at greater risk during a restraint or seclusion; and (5) identification of any trauma history, including any history of sexual or physical abuse that the TSC Child feels is relevant;

- (b) The CONTRACTOR shall maintain constant face-to-face observation of the child if a seclusion or physical restraint is necessary; and
- (c) The CONTRACTOR shall conduct a clinical and quality review meeting with specified persons present within 24 hours of each seclusion or behavioral restraint to: (1) assist the child to identify the precipitant of the incident and suggest ways to respond more safely and constructively; (2) assist staff to understand the precipitants and to develop alternative methods of helping the child avoid or cope with such incidents; (3) help the treatment team devise treatment interventions to address the root cause of the incident and modify the treatment plan; (4) assess whether or not the intervention was necessary and implemented according to TSC Facility policies; and (5) have child and staff discuss how similar incidents can be prevented in the future.

1.5.2 Important General Principles:

- (a) The TSC Child has the right to be free from the use of seclusion and behavioral restraints as a means of coercion, discipline, convenience, or retaliation by staff including the use of drugs to control behavior if that drug is not a standard treatment for the person's medical or psychiatric condition;
- (b) The CONTRACTOR shall use seclusion or behavioral restraints only when the child's behavior presents an imminent danger of serious harm to self or others; and
- (c) The CONTRACTOR shall utilize best practices in early intervention techniques to avoid prone containment.

1.5.3 Important Specific Prohibitions:

- (a) CONTRACTOR shall not use physical restraints/containments that obstruct a child's respiratory airway or impair a child's breathing or respiratory capacity, including techniques in which pressure is placed on the child's back or body weight is placed against the child's torso or back;
- (b) CONTRACTOR shall not use physical restraints/containments that use a pillow, blanket, or other item to cover the child's face;

- (c) CONTRACTOR shall not use physical or mechanical restraints or containment on a child with a known medical or physical condition, and where there is reason to believe that the use would endanger the child's life or seriously exacerbate the child's medical condition;
- (d) Unless a physician provides written authorization to the contrary, the CONTRACTOR shall not use prone mechanical restraints of a child at risk for positional asphyxiation as a result of one of the following risk factors that are known to the provider: (1) obesity; (2) pregnancy; (3) agitated delirium or excited delirium syndromes; (4) cocaine, metamphetamine, or alcohol intoxication; (5) exposure to pepper spray (6) preexisting heart disease, including but not limited to, an enlarged heart or other cardiovascular disorders; and (7) respiratory conditions including emphysema, bronchitis, or asthma.
- (e) CONTRACTOR shall not use physical restraints/containments of a child in the facedown position with the child's hands held behind the back; and
- (f) CONTRACTOR shall not use physical restraints/containments of a child as an extended procedure.

1.6 Special Incident Reporting Via the I-Track System:

In addition to the reporting requirements in Title 22, Division 6 Chapter 1, Section 80061, and Chapter 5, Section 84061, the CONTRACTOR shall also notify DCFS and Probation of all reportable incidents via the I-Track web-based system at <https://itrack.co.la.ca.us>. Failure to report via the I-Track system may result in further action as described in Exhibit N.

All Contractor employees are mandated reporters of child abuse and neglect per Penal Code, Section 11165.7(a)(14). Child abuse and neglect in out-of-home care are defined in Section 11165.5.

1.7 Runaway Procedures:

1.7.1 As soon as the CONTRACTOR has discovered that a child has run away, the CONTRACTOR shall **immediately** notify either the DCFS co-located staff, TSC Child's CSW, the CSW's supervisor, the CSW's administrator or, after working hours, the Child Protection Hotline (800-540-4000), of the runaway status. Any assistance you can provide to the case-carrying social worker about the neighbors, friends of the child, school officials and family members would be helpful in gathering more information.

DCFS staff or the Hotline will need as much detailed information as you can give them. For instance: Who did the child leave the home with? Did someone pick up the child or did they leave on foot?

Which direction did the child go in? Was there a parent or relative involved? What was the child's state of mind – angry, depressed?

- 1.7.2 Immediately call law enforcement and file a Missing Persons' Report. Have the phone number of your nearest law enforcement agency on hand. Law enforcement will need a physical description of the minor and any distinguishing physical characteristics. Photographs may be released to law enforcement only in an effort to expedite the location of affected children. Identifying information for law enforcement shall only include a photograph of the child, description of clothing when last seen, date of birth, last location of the child, and any distinguishing marks or tattoos. CONTRACTOR shall inform law enforcement that photographs and other personal identifying information which includes the child's social security number shall not be posted in any communities and document this discussion with law enforcement in the submitted SIR via I-Track.

Be sure to get a report number and the name of the person taking the report and follow up by getting a report in writing. Document all of your efforts.

- 1.7.3 Upon completion of the Missing Person's Report, send the Missing Person's Report and reporting number to the collocated DCFS staff. If you are reporting a runaway, fill out an I-Track Special Incident Report. Cross report to Community Care Licensing, the DCFS Out-of-Home Care Management Division. Be sure to include the time and date the child was last seen and any significant details leading up to the incident.
- 1.7.4 Keep all of your copies of reports and documentation for at least 6 months.

Important numbers to have on hand:

County Program Manager: 1-323-226-2303

Child Protection Hotline: 1-800-540-4000

Accelerated Placement Team: 1-323-226-2030

Closest law enforcement agency

PERFORMANCE OUTCOME SUMMARY
2.0 WELL-BEING

PROGRAM: TRANSITIONAL SHELTER CARE SERVICES

PROGRAM TARGET GROUP: TSC CHILDREN

PROGRAM GOAL AND OUTCOMES:

Well-being/Self Sufficiency – Ensuring that care and service meet the children's fundamental needs in the areas health, behavior, social and emotional well-being.

OUTCOME INDICATORS	PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
<p>Ensure that the health, and mental health needs are met for the target population while at the TSC facility.</p>	<p>100% Children will receive the services recommended from the medical and health screening.</p>	<p>CWS/CMS Child Care File at the TSC facility.</p>
<p>Children entering the TSC facility will be provided with their basic needs of food, rest, clothing, and recreational activities.</p>	<p>100% Every child will be cared for appropriately, and will exit the facility as soon as placement is located.</p>	<p>I-Track web-based system.</p>

Performance Outcome Summary.Well-Being.doc

2.0 WELL-BEING

PERFORMANCE OUTCOME GOAL: TSC Children shall improve their level of functioning in the areas of health, behavior, and social and emotional well-being.

SERVICE TASKS:

2.1 Intake Requirements:

2.1.1 Pre-Placement Duties:

The CONTRACTOR shall:

- (a) request from the collocated DCFS staff information obtained from the HUB regarding physical and mental health screening;
- (b) request information from the collocated DCFS staff in conformity with DCFS policy and confidentiality laws regarding the referred child's/children's needs, including copies of all court reports and social studies;
- (c) request from collocated DCFS staff information regarding any known or suspected dangerous behavior of the referred child;
- (d) discuss the type of Services the referred child requires;

2.1.2 Assessment and Acceptance of Referred Children:

- (a) The CONTRACTOR shall accept every referred child who meets the criteria of the CONTRACTOR'S program and target demographic, unless the CONTRACTOR determines that the TSC program cannot meet the referred child's needs or the referred child is not compatible with the other children currently in residence. If the CONTRACTOR determines that the referred child is unsuitable for the available vacancy, the CONTRACTOR shall immediately consult the DCFS Program Manager or designee. The CONTRACTOR shall ensure non-discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status.
- (b) The CONTRACTOR shall not house or co-mingle TSC children with any other non-TSC residents without prior written approval from CCL.
- (c) All CONTRACTORS shall have staff available 24 hours, seven days per week to receive children who have run away from the Contractor's facility and who need to be returned to the Contractor's facility.

2.1.3 Orientation of New TSC Children:

- (a) Upon entry or as soon as practical, the CONTRACTOR shall provide to, and discuss with, each new TSC Child, in an age-appropriate manner, a comprehensive overview of the CONTRACTOR'S program and procedures, including the personal rights information in the LIC 613 B, Personal Rights form (Attachment XX); the Foster Youth Bill of Rights (Attachment XX); Foster Youth Mental Health Bill of Rights; WIC Section 16001.9; and Health and Safety Code, Section 1522.41(a-c) (Attachment XX).
 - i) To have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status; and
 - ii) At 16 years of age or older, to have access to existing information regarding the educational options available, including, but not limited to, the coursework necessary for vocational and postsecondary educational programs, and information regarding financial aid for postsecondary education.
- (b) Such overview shall be general in nature to explain house rules including disciplinary practices and grievance/complaint procedures..
- (c) The CONTRACTOR shall provide the Youth written copies of personal rights, Foster Youth Bill of Rights, house rules, disciplinary practices, and grievance/complaint procedures.

2.2 Educational Requirements:

2.2.1 Stable School Placements:

The CONTRACTOR shall comply with all relevant WIC sections, particularly WIC Section 16000(b). CONTRACTOR shall also comply with Education Code Section 48850(a), which states, in part, that, "In fulfilling their responsibilities to pupils in foster care, educators, COUNTY placing agencies, care providers, advocates, and the juvenile courts shall work together to maintain stable school placements and to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils. In all instances, educational and school placement decisions must be based on the best interests of the child."

2.2.2 Right of TSC Child to Remain in School of Origin:

The CONTRACTOR shall advocate compliance with Education Code Section 48853.5(d)(1), which states, "At the initial detention or placement, or any subsequent change in placement of a foster child, the local educational

agency serving the foster child shall allow the foster child to continue his or her education in the school of origin for the duration of the academic school year.”

The CONTRACTOR shall advocate compliance with Section 48853.5(d)(2), which states, “The liaison, in consultation with and the agreement of the foster child and the person holding the rights to make educational decisions for the foster child may, in accordance with the foster child’s best interests, recommend that the foster child’s right to attend the school of origin be waived and the foster child be enrolled in any public school that pupils living in the attendance area in which the foster child resides are eligible to attend.”

2.2.3 Reduce academic disruption and maintain educational stability for school-aged children:

- (a) Whenever possible and when resources are available, DCFS staff will transport children to their school of origin, unless the child is considered a flight risk and/or at risk of abduction.
- (b) Upon intake, the CONTRACTOR will interview the children to identify the current school of attendance/enrollment (if the case-carrying CSW has not already provided this information). The colocated DCFS staff will initiate a Notification to School of Pupil’s Foster Care Status and Request for Transfer of Pupil and Appropriate Records from the School-of-Origin to the New School (DCFS 1399 Form), which identifies the Educational Rights Holder and prompts the school to freeze the child’s grades and attendance. In addition, if possible, the colocated DCFS staff will also request the school to provide packets for the children to keep up with their class work.
- (c) During their stay at the TSC, the colocated DCFS staff can begin to review the CWS/CMS case file to identify the previous schools of attendance and begin gathering past records on the child to assist in the appropriate school placement once a new home is located.
- (d) The colocated DCFS staff will also explore the Local Education Agencies, including the Los Angeles Unified School District (LAUSD) and the Los Angeles County Office of Education (LACOE) for any additional academic resources/services.

CONTRACTOR shall provide access to age-appropriate educational enrichment activities, which include books, educational games and computers/tablets for all children at the TSC.

2.2.5 Participation in TSC Child’s School Program and Homework:

The CONTRACTOR may oversee the TSC Child’s completion of homework through TSC Facility staff with the necessary skills to assist with homework. The CONTRACTOR may also engage the TSC Child in age and developmentally appropriate activities. These may include computer access

time, tutoring, visits to the library or museums, reading, arts, crafts, music, dramas, and other extra-curricular activities.

2.3 Health and Medical Requirements:

2.3.1 Medical, Emergency Dental, and Psychiatric Needs:

The CONTRACTOR shall have a plan and arrange for the necessary medical, emergency dental, and psychiatric needs of the TSC Child to be met.

To the extent reimbursed by Medi-Cal or private insurance or otherwise reimbursed by the COUNTY, the CONTRACTOR shall ensure that each TSC Child receives any needed medical or emergency dental care, and information and instructions on any on-going medical or dental treatment or medications needed.

2.3.2 Reimbursement for Medical, Emergency Dental, and Psychiatric Costs:

- (a) The CONTRACTOR shall utilize the Medi-Cal program for all eligible medical, dental, and psychiatric care costs for TSC Children.
 - i) If a TSC Child does not have valid proof of Medi-Cal coverage, the CONTRACTOR shall immediately contact the Foster Care Hotline (800-697-4444) and notify the collocated DCFS staff.
 - ii) If the CONTRACTOR needs assistance in locating a CHDP provider Doctor/Dentist or one who does equivalent exam/services, the CONTRACTOR may (1) log onto the web site of the Los Angeles County Department of Health Services at <http://lapublichealth.org/chdp/index.htm>, (2) contact the TSC Child's collocated DCFS staff, (3) contact a DCFS Public Health Nurse, or (4) contact the DCFS Medical Director's Office at (213) 351-5614.
- (b) For any services not eligible for Medi-Cal reimbursement and not covered by private insurance, the CONTRACTOR shall, to the extent feasible, obtain medical, dental, or psychiatric care services for the TSC Child through a COUNTY or COUNTY contracted facility.
- (c) For any non-emergency services not eligible for Medi-Cal reimbursement, not covered by private insurance, and not obtainable at a COUNTY or COUNTY contract TSC Facility, the CONTRACTOR must request by facsimile prior written approval from the case carrying CSW.

2.3.3 Administration of Prescription and Non-Prescription Medications:

- (a) The CONTRACTOR shall administer all prescription and non-prescription medication in accordance with Title 22, Sections 80075 and 84075. The CONTRACTOR shall record type, date, and time of all prescription and non-prescription medication administered to the TSC Child.

- (b) At the time of a child's departure from the TSC facility, the CONTRACTOR shall entrust any medications and court authorizations for the administration of psychotropic drugs to the case carrying child worker or designee.

2.4 Emergency Intervention Plan:

The CONTRACTOR shall have an emergency intervention plan approved by CCLD for a TSC Child that incorporates all of the requirements of Title 22, Division 6, Chapter 5, Subchapter 3 regarding emergency intervention (if the CONTRACTOR uses manual restraints), including the involvement of: (1) the administrator or designee to give written approval and provide personal observation of the TSC Child for a restraint continuing over 15 minutes as specified in Section 84322(f)(2)(A); (2) a TSC Facility social worker to give written approval (or verbal approval by telephone) for a restraint continuing over 30 minutes as specified in Section 84322(f)(2)(B); and (3) the administrator or designee and a TSC Facility social worker to evaluate the TSC Child every 30 minutes after the first 30 minutes as specified in Section 84322(f)(2)(D).

The CONTRACTOR'S emergency intervention plan shall also abide by the requirements of Section 1.5 on page 18 and Attachment XX.

All childcare and supervision staff, administrators or designees, and TSC Facility social workers shall be trained in the procedures to activate the emergency intervention plan. If, after all relevant procedures of the emergency intervention plan have been exhausted, the TSC Child needs an emergency psychiatric assessment for acute psychiatric hospitalization; the CONTRACTOR shall contact DMH Access (**1-800-854-7771**) and the collocated DCFS staff.

2.5 Readmission of a Child Referred to a Psychiatric Hospital:

The CONTRACTOR shall readmit any child referred to a psychiatric hospital after the TSC Child is discharged from the hospital. Exceptions to this rule are if: (1) the CONTRACTOR and collocated DCFS staff mutually agree that the child's readmission jeopardizes the health and safety of that child or others in the TSC Facility; or (2) a mutual treatment decision is reached with CONTRACTOR Program Manager not to return the child to the TSC Facility.

2.6 Planned Leisure, Extracurricular, Enrichment, and Social Activities:

2.6.1. CONTRACTOR shall have a variety of age appropriate activities available for children while at the TSC. Having this variety allows children of all ages and interests to find something they enjoy utilizing and simultaneously provide staff with the opportunity to bond with a child.

Activities should include:

Infant toys, which include soft manipulative toys, and toys that light up, make noise and be chewed on.

- (a) Toys for toddlers and children, which include Barbie's, Legos, toy cars, puzzles,
- (b) Books for all age groups,
- (c) Card and boards games,
- (d) Art supplies and educational games,
- (e) Outdoor toys, which include basketball, small bikes, play house sets,
- (f) Child activities include video games and computer access (non-internet), and
- (g) There is also age appropriate television and DVDs to watch.

2.6.2. CONTRACTOR shall establish basic protocols to ensure safety of toys and activities are safe for all children:

- (a) When utilizing any toy, the age, interest and skill level of child will be considered.
- (b) All instructions, recommendations and directions on using toy will be followed.
- (c) Ensure adequate supervision and caution for toddlers when playing with small objects, to prevent swallowing, which may block child's air ways (i.e. marbles, beads, balloons, small balls, board game pieces, barrettes and Lego blocks). Infants will not be provided these items to play with.
- (d) All stuffed animals will be washed (to prevent them from becoming breeding grounds for germs). Ensure toys and stuffed animals do not have any removable parts such as eyes and nose.
- (e) Board Games such as Monopoly and Uno are monitored as emotions do rise and items may be thrown.
- (f) Outdoor Games such as basketball and bike riding are closely monitored to ensure safety for those playing or riding.

The daily maintenance of activities is imperative to the longevity of each item. CONTRACTOR is responsible for planning, organizing age appropriate, in house activities. Additionally, they will assist in maintaining all equipment used in the above activities to ensure all children have the benefit of enjoying them during the stay at the TSC.

2.7 Balanced Diet, Snacks, Special Diets, and Physical Activity:

The CONTRACTOR shall provide a balanced diet in sufficient quantities as defined in Title 22, Division 6, Chapter 1, Section 80076, and Chapter 4, Section 83076. A variety of snacks shall also be made reasonably available.

The CONTRACTOR shall provide for the special dietary needs of the TSC Child including, but not limited to, vegetarian diets, religious diets, or diets based on the TSC Child's health needs.

The CONTRACTOR shall not serve frozen milk or powdered milk for drinking.

The CONTRACTOR shall use the most current age-appropriate nutritional and physical activity guidelines recommendation by the Centers for Disease Control and Prevention and the American Academy of Pediatrics, and shall include contract monitoring processes to ensure compliance with these guidelines.

2.7.1 Food Preparation and Storage:

The CONTRACTOR shall comply with Title 22, Section 80076, for food storage, food preparation, and sanitation procedures to prevent transmission of infectious illnesses.

2.8 Clothing:

2.8.1 The CONTRACTOR shall maintain an ample supply of clothing in accordance to industry size charts and shall in no situation be too small or more than two sizes larger than actual measurements indicate. The clothing shall also be clean, in good condition, and appropriate for the intended use and season. In no event shall the CONTRACTOR provide used/second hand underwear or shoes. The CONTRACTOR may use donations of new clothing. The clothing is the property of the TSC Child and shall be retained by the TSC Child upon departure of TSC Facility. The CONTRACTOR shall provide for laundry and mending of clothing. The CONTRACTOR shall label a TSC Child's clothing for identification purposes.

- (a) The CONTRACTOR shall provide for the storage and security of each TSC Child's clothing during the entire term of placement. The CONTRACTOR shall document all losses as part of the clothing inventory, including a brief description of the circumstances involved.

2.8.2 Collection and Storage of Personal Belongings at Termination of Placement:

When the TSC Child is discharged, the CONTRACTOR shall ensure that the TSC Child's clothing and personal belongings accompany the TSC Child to the next placement. If the TSC Child runs away, the CONTRACTOR shall gather the TSC Child's clothing and personal belongings and alert the

collocated DCFS staff that such belongings are at the TSC Facility to be picked up by the case carrying CSW.

2.9 Linens, Hygiene, and Personal Care Items:

2.9.1 Linens:

The CONTRACTOR shall: (1) supply each TSC Child sufficient clean face cloths, towels, and sheets; (2) provide clean and serviceable blankets and bedspreads; and (3) replace worn, torn or frayed face cloths, towels, sheets, blankets, bedspreads, and window treatment(s) as needed.

2.9.2 Hygiene and Personal Care Items:

The CONTRACTOR shall: (1) supply each TSC Child, initially and replace as needed, with new personal hygiene and personal care items. These shall include the TSC Child's own toothbrush, toothpaste, comb and other hair-care items, shampoo, soap, deodorant, sanitary napkins, etc.

The CONTRACTOR shall monitor the use of all products in aerosol or glass containers.

Personal care/hygiene items shall be provided with consideration given to specific cultural and ethnic needs.

2.10 Transition of TSC Child from TSC Facility:

2.10.1 TSC staff will work with collocated DCFS staff to transition children to either for return to their home, for out-of-home placement, or for any other plan developed for him/her.

PART F – PERFORMANCE REQUIREMENT SUMMARY

1.0 COUNTY ACTIONS FOR CONTRACTOR'S UNMET PERFORMANCE TARGETS	
CONTRACTOR'S PERFORMANCE TARGETS	COUNTY ACTIONS FOR UNMET PERFORMANCE TARGETS
<p>99.68% of children are free from a report of substantiated maltreatment by the TSC staff, volunteers or affiliates.</p> <p>98% of children are free from child-to-child injuries while under the supervision of TSC.</p>	<p>Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit N.</p> <p>Failure to meet this and the following performance targets as indicated by a Contractor's agency score on an annual Performance Based Contracting Scorecard could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit N.</p>

EXHIBIT A-1

COUNTY’S PERFORMANCE MEASURE SUMMARY & GOALS: SAFETY

PROGRAM: Transitional Shelter Care Services (TSC)

PROGRAM TARGET GROUPS: Children (0-11), Youth(12-17), and AB12 (18-21) temporarily placed for Transitional Shelter Care Services

PROGRAM GOALS AND OUTCOME:

Child Safety: TSC Children and Youth shall be free of abuse and neglect from other children and/or adults. TSC Children shall be placed in a safe nurturing home environment.

COUNTY’S OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
TSC Children are placed in a safe nurturing home environment free of abuse and neglect by other children, family members and/or CONTRACTOR.	Bi-annual facility evaluations based on Title XXII regulations. CWS/CMS TSC Child’s Case File	99.68% of children are free from a report of substantiated maltreatment by the TSC staff, volunteers or affiliates.
CONTRACTOR shall ensure that Children are free from Child-to-Child injuries.	Community Care Licensing (CCL) Citations Special Incident Reports	98% of TSC Children are free of substantiated reports of child-to-child injuries.
CONTRACTOR shall ensure that their facility is safe and free of physical plant deficiencies.	Bi-annual facility evaluations based on Title XXII regulations Community Care Licensing (CCL) Citations Special Incident Reports	100% correction of safety and physical plant deficiencies in the time specified by the COUNTY.

COUNTY’S PERFORMANCE MEASURE SUMMARY & GOALS: WELL-BEING/SELF SUFFICIENCY

PROGRAM: Transitional Shelter Care Services (TSC)

PROGRAM TARGET GROUPS: Children in need of TSC Services

PROGRAM GOALS AND OUTCOME:

Well Being/Self-Sufficiency: TSC Children shall improve in the areas of education, career planning, health, behavior, social and emotional well-being.

COUNTY'S OUTCOME INDICATORS	METHOD OF DATA COLLECTION	OUTCOME TARGETS
<p>Improve the level of functioning of TSC Children placed in CONTRACTOR's facility.</p> <p>Monitor children's health and follow up any medical instructions</p> <p>Monitor behavior for any sign of distress and/or trauma and refer to mental health staff, as appropriate.</p> <p>Meet basic needs of children to include feeding, bathing, and interaction with other children.</p>	<p>Bi-annual facility evaluations based on Title XXII regulations</p> <p>TSC Child's Case File</p>	<p>99.68% of children are free from a report of substantiated maltreatment by the TSC staff, volunteers or affiliates.</p> <p>100% Children will receive the services recommended from the medical and health screening.</p> <p>100% of children will be monitored.</p> <p>100% of children will have their basic needs met.</p>

EXHIBIT A-2: PERFORMANCE REQUIREMENTS SUMMARY

Required Services	Performance Standard	Monitoring Method	Remedies for Non-compliance with Performance Standard
CONTRACTOR shall accept all referred TSC Children and make beds available on a 24 hours, seven-days-per-week basis, in accordance with sub-sections 9.1.1 and 9.1.3 of this SOW.	100% Compliance	Monitoring methods shall include, but shall not be limited to, the following:	If CONTRACTOR receives a written notice of its non-compliance with this SOW and/or Contract, CONTRACTOR shall submit to the COUNTY, within 48 hours from receipt of such written notice, a written Corrective Action Plan, which shall contain an explanation of the problem, and a plan for correcting the problem, which is subject to COUNTY approval. Non-compliance with this SOW and/or Contract may result in CONTRACTOR being placed on "Investigative Hold", "Do Not Refer", or "Do Not Use".
CONTRACTOR shall comply with the Foster Youth Bill of Rights (Exhibit A-12), and provide supervision to TSC Children in the facility at all times, in accordance with 9.2.1 of this SOW.	100% Compliance	Bi-annual home evaluations based on Title XXII regulations by either CPM or designee.	
CONTRACTOR shall supervise and monitor TSC Children in the facility at all times, in accordance with 9.2.2 of this SOW.	100% Compliance	Notice from CCLD about non-compliance with licensing requirements.	
CONTRACTOR shall comply with DCFS' policies and instructions for the removal of TSC Children, in accordance with 9.3 of this SOW.	100% Compliance	Contract performance monitoring by CPM or designee.	
CONTRACTOR shall comply with the reporting procedures, in accordance with 9.4 of this SOW.	100% Compliance	Reports by the CSW of CONTRACTOR'S non-compliance.	
CONTRACTOR shall comply with the communication procedures, in accordance with 9.5 of this SOW.	100% Compliance	Complaints filed by DCFS Children.	
CONTRACTOR shall comply with the training requirements, in accordance with 9.7 of this SOW.	100% Compliance		
CONTRACTOR shall comply with the County's Performance Measure Summary and Goals, in accordance with 9.9 of this SOW.	100% Compliance		

Required Services	Performance Standard	Monitoring Method	Remedies for Non-compliance with Performance Standard
CONTRACTOR shall comply with the Performance Requirement Summary, in accordance with 9.10 of this SOW.	100% Compliance		

EXHIBIT A-7

**TRANSITIONAL SHELTER CARE PROGRAM
REPORTING PROCEDURES**

<i>To report the following listed below:</i>	<i>Contact the corresponding unit below:</i>	<i>At the telephone number listed below:</i>	<i>During the following hours:</i>	<i>On the following days:</i>
1) Placements and Vacancies	Transitional Shelter Care Staff			Monday through Friday
2) Runaways	Police Personnel	Local Police	24 Hours	Any Day
	Child Protection Hot Line	(800) 540-4000	24 Hours	Any Day
	Social Worker	Regional Office	8:00 a.m. – 5:00 p.m.	Monday through Friday
3) Emergencies	Social Worker	Regional Office	8:00 a.m. – 5:00 p.m.	Monday through Friday
	Child Protection Hot Line	(800) 540-4000	After 5:00 p.m. Monday through Friday, anytime during weekends and holidays	
	Emergency Shelter Care Staff	Cell (626) 243-6107	24 hours, Monday – Friday, Holidays and Weekends.	
4) Stop Budget (Call must be made for each minor that leaves your home)	Foster Care/Adoptions Assistant Hotline	(800) 697-4444	8:00 a.m. – 5:00 p.m.	Monday through Friday

TRANSITIONAL SHELTER CARE PROGRAM STAFF

Transitional ShelterCare Cell Number: (626) 243-6107

EXHIBIT A-8**EMERGENCY RESPONSE COMMAND POST
CONTACT NUMBERS**

Ed Fithyan Division Chief	(213) 765-7422	Monday – Thursday 8:00a.m.– 6:30p.m.
Maricruz Trevino Director	(323) 226-2303	Monday – Friday 8:00a.m.- 6:30 p.m.
Michael Ross Assistant Regional Administrator	(323) 226-2303	Monday – Friday 8:00a.m.–6:30 p.m.
Mark Wing Cheung Assistant Regional Administrator	(213) 765-7424	Sunday – Wed. 2:00p.m.-12:30a.m.
Javier Oliva Assistant Regional Administrator	(213) 765-7423	Wed.– Saturday 2:00p.m –12:30a.m.
Charlene Robinson Assistant Regional Administrator	(213) 765-7425	Sunday-Wed. 8:00a.m.-6:30p.m.
Sharon Smith Troubleshooter	(213) 765-7764	Monday – Thursday 6:00a.m.–4:30p.m.
Bernice Topline Troubleshooter	(213) 765-7765	Monday – Thursday 6:00a.m. –4:30 p.m.
Supervisors	(213) 639-4500	All Week
Technical Assistant	(213) 765-7268	All Week

FOSTER YOUTH BILL OF RIGHTS

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

I. The right to be treated with respect.

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

II. The right to adequate living conditions.

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

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

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

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

ATTACHMENT B**TRANSITIONAL SHELTER CARE SERVICES**

Contractor	Contract for	Capacity	Ages
Junior Blind	New Detentions	26	Ages 0-17 boy & girls, siblings – to include expecting teenage girls if they are a new detention & to include minor parents regardless of entry status (new detention/replacement)
Hathaway-Sycamores Child and Family Services,	Replacements	16	Ages 6-17 boys
Five Acres	Replacements	15	Ages 6-17 girls, sibling groups (coed) To include expecting teenage girls if they are a replacement;
David & Margaret (one cottage)	CSEC female victims (new detention or replacements)	10	Ages 11-17 To include expecting teenage girls
David & Margaret (one cottage or one house)	NMD female (replacements or AB12 re-entry)	6	Adult females Allow NMD mother to bring their children



CDSS

WILL LIGHTBOURNE
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



EDMUND G. BROWN JR.
GOVERNOR

July 17, 2015

Mr. Eddie Ota, Section Manager
Contracts Administration Division
County of Los Angeles Department of Children and Family Services
425 Shatto Place
Los Angeles, CA 90020

Dear Mr. Ota:

**SUBJECT: APPROVAL TO PROCURE BY NEGOTIATION CONTRACTS FOR LICENSED
TRANSITIONAL SHELTER CARE SERVICES AND TRANSITIONAL SHELTER
CARE STAFFING SERVICES**

This letter is in response to your June 29, 2015 letter requesting the Los Angeles County (County) Department of Children and Family Services (DCFS) to procure by negotiation licensed transitional shelter care services for children and youth awaiting placement and staffing services for licensed transitional shelter care facilities on sites leased by the County. The anticipated term of these contracts would be for three years, in one-year increments, which could be extended in additional three-month increments upon the written agreement of the County and the California Department of Social Services (CDSS). We are approving your request, subject to the conditions noted below.

In your letter, you noted that the County operates the Children's Welcome Center (CWC) and Youth Welcome Center (YWC) to provide temporary placement for children recently removed from their families or who experience a disruption of their foster care placement. These centers were the subject of a stipulated judgment between CDSS and the County in *Lightbourne v. County of Los Angeles* (Super. Ct. L.A. County, 2015, No. BC580223), which requires the County to provide licensed 72-hour transitional shelter care facilities for the populations of children currently served by the CWC and YWC within abbreviated timeframes. The stipulated judgment also requires that the County comply with all the terms of the specified Operating Standards for the CWC and YWC. Your letter states that the request to procure by negotiation will enable the County to better comply with the terms set forth in the stipulated judgment.

Under Manual of Policies and Procedures (MPP) Section 23-650.1.18, county contracts may be negotiated without formal advertising, subject to prior CDSS approval, when necessary due to unique circumstances. In this instance, the time projected to complete the traditional competitive bidding process would preclude the County from meeting the abbreviated timeframes required under the stipulated judgment. Using the procurement by negotiation process would better enable the County to obtain the services in a timely manner to meet the required deadlines.

Under MPP Section 23-621.1.15.152, CDSS reviews county requests for extended contract periods based on cost impact, overall benefit to the program, the impact on competition of the longer term, and conformity to state and federal procurement laws and regulations. In this instance, the extended contract period would conform to the terms of the stipulated judgment and help facilitate the County's program goals. The three-year contract period would reduce procurement costs over the term and there does not appear to be a measureable impact on competition of the longer term.

Therefore, based on the information you have provided, we are approving your request to procure by negotiation, subject to the requirements of MPP 23-650.2 and the following conditions:

1. That the CYC and YWC Operating Standards of the stipulated judgment shall contractually apply to any entity with which the County contracts for the provision of transitional shelter care services, except for physical plant requirements set forth in section 84087(a)(1) and (2), and section 84088(a)(1) and (2) of the Operating Standards that address unique structural conditions in the CWC and YWC, and section 84322(n) relating to security staff. The County and CDSS may revise the Operating Standards only upon mutual written agreement and, if necessary, written approval by the Superior Court.
2. Unless the County is a licensee or co-licensee of a transitional shelter care program that replaces the CWC and YWC, notwithstanding the absence of language in the Operating Standards authorizing CDSS to impose civil penalties for violations of law and violations of the Operating Standards, CDSS shall be authorized to impose upon any entity with which the County contracts civil penalties for violations of law and the Operating Standards. CDSS may unilaterally modify the Operating Standards to establish authority to impose civil penalties only to the extent necessary to conform to existing law.
3. If the entity with which the County contracts for the provision of transitional shelter care services to replace the CWC and the YWC provides care and supervision to non-transitional shelter care children, the entity shall not house transitional shelter care children with the entity's non-transitional shelter care residents, or comingle transitional shelter care children with the entity's non-transitional shelter care residents, without prior written approval from CDSS.

For additional assistance or questions, I can be contacted at (916) 654-1871 or Deborah.Pearce@dss.ca.gov.

Sincerely,



DEBORAH PEARCE, Chief
Contracts and Purchasing Bureau

cc: Will Lightbourne, Director, CDSS
Tori Schwab, Chief Counsel, Legal Division
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Mark Ginsberg, Staff Counsel, Legal Division