



PATRICIA S. PLOEHN, LCSW  
Director

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

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

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

October 7, 2008

Dear Prospective Applicant:

**ADDENDUM NUMBER THREE TO REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR EMERGENCY SHELTER CARE SERVICES (CMS# 07-075)**

Addendum Number Three is issued by the County of Los Angeles Department of Children and Family Services (DCFS) to all holders of the Emergency Shelter Care (ESC) Services RFSQ CMS# 07-075 released on July 10, 2008. Addendum Number Three amends sections of the RFSQ as provided below.

A prospective contractor's failure to incorporate the requirements of this Addendum Number Three may result in the Statement of Qualifications (SOQ) not being considered, as determined at the sole discretion of the County.

The following changes have been made to Part B, RFSQ General Information, Part C, Instructions to Prospective Contractors, Part D, Statement of Qualifications (Required Forms), Part G, Sample Contract and Part I, Attachments to the Sample Contract, of the RFSQ, to ensure compliance with County contracting requirements:

1. Delete in its entirety, Part B, RFSQ General Information, and replace it with the Attachment 1, Part B, RFSQ General Information (Revised).
2. Delete in its entirety, Part C, Instructions to Prospective Contractors, and replace it with the Attachment 2, Part C, Instructions to Prospective Contractors (Revised).
3. Delete in its entirety, Required Forms Checklist (page 28) of Part D, Statement of Qualifications (Required Forms) and replace it with Attachment 3, Required Forms Checklist (revised) of Part D, Statement of Qualifications (Required Forms).
4. Add Forms 14, 15 and 16 to Part D, Statement of Qualifications (Required Forms), of the RFSQ, as follows:
  - Form 14, Charitable Contributions Certification (Attachment 4);
  - Form 15, Request for Local Small Business Enterprise Preference Program Consideration (Attachment 5); and

Addendum Number Three

October 7, 2008

Page 2

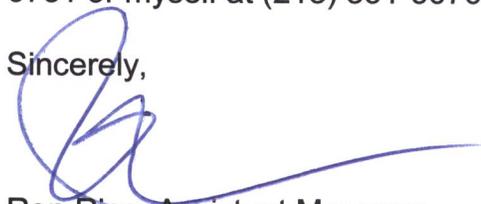
- Form 16, Attestation of Willingness to Consider GAIN/GROW Participants (Attachment 6).
5. Delete in its entirety, Part G, Sample Contract, and replace it with the Attachment 7, Part G, Sample Contract (Revised).
  6. Delete in its entirety, Exhibit A-6, Contractor's Invoice, Part H, Statement of Work, and replace it with the Attachment 8, Exhibit A-6 (Revised), Contractor's Invoice, Part H, Statement of Work.
  7. Add Attachments K and L to Part I, Attachments to the Sample Contract, of the RFSQ, as follows:
    - Attachment K - Charitable Contributions Certification (Attachment 9);
    - Attachment L – Internal Revenue Service Notice 1015 (Attachment 10).

Except as provided by addendum, all other terms and conditions of the RFSQ remain unchanged.

Addendum Number Three is available for downloading at DCFS' internet site as follows: <http://www.lacdcfs.org/contracts/index.html>. In addition, a revised RFSQ, which incorporates Addendums One, Two and Three is also available at the same DCFS internet site.

Should you have any questions, please contact John Wehrly, Contract Analyst at (213) 351-5731 or myself at (213) 351-5676.

Sincerely,



Ron Rios, Assistant Manager  
Contracts Administration

RR:JW

Attachments (10)

# Attachment 1

## **PART B – RFSQ GENERAL INFORMATION (Revised)**

### **1.0 CONTACT WITH COUNTY PERSONNEL**

- 1.1 Unless otherwise instructed in this RFSQ, any contact regarding or related to this RFSQ must be in writing and directed to the following:

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

- 1.2 All ESC Services Applicants are specifically directed not to contact any other County personnel regarding this matter. If it is discovered that ESC Services Applicant contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

### **2.0 GRATUITIES**

- 2.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a ESC Services Applicant with the implication, suggestion or statement that the ESC Services Applicant's provision of the consideration may secure more favorable treatment for the ESC Services Applicant in the award of the contract or that the ESC Services Applicant's failure to provide such consideration may negatively affect the County's consideration of the ESC Services Applicant's submission. An ESC Services Applicant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a contract.

- 2.2 ESC Applicant Notification to County

An ESC Services Applicant shall immediately report any attempt by a County officer, employee or agent 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. Failure to report such a solicitation may result in the ESC Services Applicant's submission being eliminated from consideration.

- 2.3 Form of Improper Consideration

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

### **3.0 COUNTY RIGHTS AND RESPONSIBILITIES**

- 3.1 The County has the right to amend the RFSQ by written addendum. The County will post all RFSQ addenda on the “Doing Business with Us” link on the “LA County Online” (the County’s Homepage) website and mail a copy to each person or organization which County records indicate has received this RFSQ. To remain competitive, it is important that ESC Applicant read and incorporate into its SOQ any changes that might be necessary as a result of any addenda.
- 3.2 Any contract resulting from this RFSQ is not an exclusive contract. County reserves the right to contract with other contractors or request the same or similar services of other firms.
- 3.3 The County has the right to award one or more contracts to one or more qualified, responsive and responsible ESC Applicants.

### **4.0 COUNTY REPRESENTATION DISCLAIMER**

County is not responsible for representations made by any of its officers or employees prior to the approval of a contract by the County’s Board of Supervisors unless such understanding or representation is included in this RFSQ or in subsequent addenda. County is responsible only for that which is expressly stated in this solicitation document and any authorized addenda thereto.

### **5.0 COUNTY OPTION TO REJECT PROPOSALS**

County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. County also reserves the right to cancel this RFSQ, at its sole discretion, at any time prior to approval of a contract by the Board of Supervisors.

### **6.0 TRUTH AND ACCURACY OF REPRESENTATIONS**

False, misleading, incomplete, or deceptively unresponsive statements in connection with a SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

### **7.0 PROSPECTIVE CONTRACTOR DEBARMENT**

#### 7.1 Chapter 2.202 of the County Code

Prospective Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Prospective Contractor from proposing, bidding or responding to, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Prospective Contractor’s existing contracts with County, if the Board of

Supervisors finds, in its discretion, that the Prospective 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 Prospective 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.

## 7.2 Notice to Prospective Contractor

If there is evidence that the apparent highest ranked Prospective Contractor may be subject to debarment, the Department shall notify the Prospective Contractor in writing of the evidence, which is the basis for the proposed debarment, and shall advise the Prospective Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

## 7.3 Contractor Hearing Board

The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Prospective Contractor and/or the Prospective 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 Prospective Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Prospective 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.

## 7.4 Presentation to the Board of Supervisors

After consideration of any objections, or if no objections are received, 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.

## 7.5 Debarment that Exceeds Five Years

If a Prospective Contractor has been debarred for a period longer than five (5) years, that Prospective 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 Prospective 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.

#### 7.6 Consideration of Requests for Review of Debarment Determination

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

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.

#### 7.7 Subcontractors of Prospective Contractor

These terms shall also apply to proposed subcontractors of Prospective Contractors on County contracts.

#### 7.8 Debarment List

Registry of Debarred Contractors can be obtained by using the websites listed in Section 20, Contractor Responsibility and Debarment, found in Part II of the Sample Contract, (Part G of this RFSQ). Websites include County, State and Federal Debarred Contractors.

### **8.0 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT**

8.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as DCFS recommends a ESC Services Applicant(s) to the Board of Supervisors and such recommendation appears on the Board agenda, all such SOQs submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are defined by the Contractor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

8.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record on any parts thereof, if disclosure is required or permitted

under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the Proposal as confidential shall not be deemed sufficient notice of exception. The Proposer(s) must specifically label only those provisions of the Proposal which are “Trade Secrets,” “Confidential,” or Proprietary” in nature.**

## **9.0 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

- 9.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County’s contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 9.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Section 10.0 below.
- 9.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Section 16.0 of this Section.
- 9.4 The County also has a Policy on Doing Business with Small Business that is stated in Part J, Appendix 1.

## **10.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 10.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.
- 10.2 A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration database may qualify to request the Local SBE Preference in a solicitation.
- 10.3 Businesses must complete the PART D, STATEMENT OF QUALIFICATIONS (REQUIRED FORMS) Form 15 – Request for Local SBE Preference Program Consideration. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference.

## **11.0 COUNTY’S QUALITY ASSURANCE PLAN**

After contract award, the County or its agent will evaluate the Contractor’s performance under the contract on a periodic basis. Such evaluation will include assessing Contractor’s compliance with all terms in the Contract and performance

standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's 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 the Contract in whole or in part, or impose other penalties as specified in the Contract.

## **12.0 INDEMNIFICATION AND INSURANCE**

Contractor shall be required to comply with the indemnification provisions contained in Part II, Standard Terms and Conditions, Section 32, found in the Sample Contract, (Part G of this RFSQ). The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Part I, Unique Terms and Conditions, Section 4.0, found in the Sample Contract, (Part G of this RFSQ).

## **13.0 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT**

As a threshold requirement for consideration for contract award, Bidder shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Additionally, Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidder who is unable to meet this requirement shall not be considered for contract award. Bidder shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Part D, Statement of Qualifications (Required Forms) Form 16 – Attestation of Willingness to Consider GAIN/GROW Participants, along with their bid.

## **14.0 CONSIDERATION OF FORMER FOSTER YOUTH FOR EMPLOYMENT**

Should the Contractor require additional or replacement of personnel, Contractor shall give consideration to qualified former foster youth. Such consideration shall be administered according to Section 30.0 of Sample Contract (Part G of this RFSQ).

## **15.0 FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015. Reference Part I, ATTACHMENTS TO SAMPLE CONTRACT, Attachment L.

## 16.0 JURY SERVICE PROGRAM

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective ESC Services Applicants should carefully read the Jury Service Ordinance, Form 8 of Part D, Statement of Qualifications (Required Forms), and the pertinent jury service provisions of the Part G, Sample Contract, Section 14.0, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 16.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "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) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 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.
- 16.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 16.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program,

then the Contractor must so indicate in the Certification Form and Application for Exception, Form 8, Part F, Required Forms (Submission Packet), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

#### **17.0 NOTICE TO ESC SERVICES APPLICANTS REGARDING THE COUNTY LOBBYIST ORDINANCE**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each ESC Services Applicant to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the ESC Services Applicant is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting Familiarity of the County Lobbyist Ordinance Certification, as set forth in Form 7 of Part D, Statement of Qualifications (Required Forms) as part of their SOQ.

#### **18.0 RECYCLED CONTENT PAPER**

ESC Services Applicant shall be required to comply with the County's policy on recycled content paper as specified in Part G, Sample Contract, Section 47.0.

#### **19.0 SAFELY SURRENDERED BABY LAW**

The 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 of this solicitation document and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **20.0 CONTRACTOR'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM**

Contractors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be

awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

## **21.0 CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE**

- 21.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 21.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification as set forth in Form 14 of Part D, Statement of Qualifications (Required Forms). A completed Charitable Contributions Certification is a required part of any agreement with the County.
- 21.3 In the Charitable Contributions Certification, prospective contractors certify either that:
- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement, **OR**
  - they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts
- 21.4 Prospective County contractors that do not complete Required Form 14 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

# Attachment 2

## **PART C - INSTRUCTIONS TO ESC SERVICES APPLICANTS (Revised)**

### **1.0 PREPARATION AND FORMAT OF SOQ**

- 1.1 Everything constituting the SOQ and all documents submitted in connection with this RFSQ shall be written in English.
- 1.2 The original SOQ and two complete copies of the SOQ must be bound separately and submitted in the prescribed format. All photocopies of licenses, insurances and other required documents shall be on 8 ½" x 11" white bond paper. No paper-clipped or rubber-banded SOQ will be accepted. Any SOQ that deviates from this format may be disqualified without review at the COUNTY's sole discretion.
- 1.3 ESC Services Applicant's Qualifications and Required Forms

ESC Services Applicant should carefully review the Minimum Qualifications stated in Introduction, Section 5.0 of Part A Overview of this RFSQ. ESC Services Applicant must also demonstrate that they meet the Minimum Qualifications stated in this section and have the capability to perform the required services. ESC Services Applicant must complete Part D, Statement of Qualifications (Required Forms) as follows:

Form 1      Application Form

ESC Services Applicant must complete and sign Form 1, Application for Emergency Shelter Care Services Provider (approx. 9 pages) and attach required documents, as follows:

- a copy of the current State of California Department of Social Services (CDSS) foster family home license issued by the CDSS Community Care Licensing Division;
- a copy of their California Driver's License or California Identification;
- Certificate of Homeowner or Renter Liability Insurance (refer to Part G - Sample Contract Part I, Section 4.2.2); and
- Certificate of Automobile Insurance (refer to Part G - Sample Contract Part I, Section 4.2.1).

Form 2      Budget

ESC Services Applicant must complete Form 2, Budget, indicating total monthly income and total monthly expenses.

- Form 3A     Contractor Acknowledgement and Confidentiality Agreement  
 ESC Services Applicant must sign Form 3A, “Contractor’s Acknowledgment and Confidentiality Agreement” and accept the confidentiality requirements set forth by the County.
- Form 3B     Contractor Acknowledgement and Confidentiality Agreement  
 ESC Services Co-Provider (if any) must sign Form 3B, “Contractor’s Acknowledgment and Confidentiality Agreement” and accept the confidentiality requirements set forth by the County.
- Form 3C     Contractor Acknowledgement and Confidentiality Agreement  
 ESC Services Alternate Provider (if any) must sign Form 3C, “Contractor’s Acknowledgment and Confidentiality Agreement” and accept the confidentiality requirements set forth by the County.
- Form 4     Emergency Shelter Care Services Capacity Agreement  
 ESC Services Applicant must complete and sign Form 4, ESC Services Capacity Agreement specifying the number of beds they agree to provide for the ESC services.
- Form 5     Certification of No Conflict of Interest  
 ESC Services Applicant must certify on Form 5 that no employee who prepared or participated in the preparation of this SOQ is within the purview of County Code Section 2.180.010.
- Form 6     Equal Employment Opportunity (EEO) Certification  
 ESC Services Applicant must certify on Form 6 that he/she agrees to comply with EEO laws, regulations and policies.
- Form 7     Familiarity with the County Lobbyist Ordinance Certification  
 ESC Services Applicant must certify on Form 7 that he/she is familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the ESC Applicant have complied with, and will comply with, the ordinance during the term of the Contract.
- Form 8     Jury Service Program Application for Exception and Certification  
 ESC Services Applicant must complete and submit Form 8, County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form with the SOQ. If ESC Services Applicant is requesting an exception to this program, ESC Services Applicant must submit all necessary documents to support the request.
- Form 9     ESC Applicant Recent Contract History

ESC Services Applicant must complete Form 9 and submit with the SOQ, a listing of their current and previous contracts for the past five years.

- Form 10     Community Business Enterprise Form (CBE)  
ESC Services Applicant must complete and submit Form 10, Community Business Enterprise Form. This form is used by the COUNTY for statistical purposes only.
- Form 11     ESC Services Applicant Certification  
ESC Services Applicant must complete and submit Form 11, ESC Services Applicant's Certification form. This form is to certify that the information submitted is true to the best of ESC Services Applicant's information and belief.
- Form 12     Involvement in Litigation, Labor Violations and/or Contract Compliance Difficulties  
ESC Services Applicant must include details of any failure or refusal to complete a contract. Identify by name, case and court jurisdiction any pending litigation in which ESC Services Applicant is involved, or judgments against ESC Services Applicant in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the ESC Services Applicant or principals of the ESC Services Applicant. Include any labor disputes and/or alleged unfair hiring practices in the past five years. If none, include a statement to that effect.
- Form 13     Offer to Perform and Acceptance of Terms and Conditions  
ESC Services Applicant must complete and sign Form 13, Offer to Perform and Acceptance of Terms and Conditions.
- Form 14     Charitable Contributions Certification  
ESC Services Applicant must complete and sign Form 14, Charitable Contributions Certification.
- Form 15     Request for Local Small Business Enterprise Preference Program Consideration  
ESC Services Applicant must complete and sign Form 15, Request for Local Small Business Enterprise Preference Program Consideration.
- Form 16     Attestation of Willingness to Consider GAIN/GROW Participants  
ESC Services Applicant must complete and sign Form 16, Attestation of Willingness to Consider GAIN/GROW Participants.

## **2.0 SOQ SUBMISSION**

- 2.1 The RFSQ schedule consists of two submission periods:

- A) An **Initial SOQ Submission Period** (July 10, 2008 through August 1, 2008) and;
- B) A **Subsequent SOQ Submission Period** (August 2, 2008 through January 31, 2011).

2.2 **Initial SOQ Submission Period:** In order to meet the October 1, 2008 contract start date, an Initial SOQ Submission Period has been established below:

- For the **Initial SOQ Submission Period**, SOQs may be submitted from July 10, 2008 through July 31, 2008 between 8:00 A.M. and 5:00 P.M., and by 6:00 P.M. on August 1, 2008;
- Conferences are scheduled for July 22<sup>nd</sup>, July 23<sup>rd</sup>, and July 24<sup>th</sup>, 2008 (refer to Part A, Section 3.1);
- Requests for Solicitation Reviews are due July 23, 2008 at 6:00 P.M. (refer to Part E, Section 5.0);
- Written Questions are due July 23, 2008 at 6:00 P.M. (refer to Part A, Section 3.2);
- During the **Initial SOQ Submission Period**, **the last day to submit SOQs is August 1, 2008 at 6:00 P.M.**, in order to meet the October 1, 2008 contract start date. The Subsequent SOQ Submission Period will begin on August 2, 2008 (refer to Part A, Section 9.3);
- The anticipated contract start date is October 1, 2008 for qualified SOQs submitted during the Initial SOQ Submission Period (**July 10, 2008 through August 1, 2008**).

2.3 **Subsequent SOQ Submission Period:** The Subsequent SOQ Submission Period below establishes a tentative schedule for the submission of SOQs to obtain additional ESC Service Providers only to satisfy service needs that may occur during the period from **August 2, 2008 through January 31, 2011**.

- The RFSQ that was released on July 10, 2008 will remain open for a specified period from August 2, 2008 through January 31, 2011;
- SOQs may be submitted from August 2, 2008 through January 30, 2011, Monday through Friday by 5:00 P.M.;
- The last day to submit SOQs during the Subsequent SOQ Submission Period is January 31, 2008 at 6:00 P.M.;
- DCFS may recommend contracts to the County Board of Supervisors for qualified SOQs submitted during the Subsequent SOQ Submission Period only as services are required;

- Anticipated start dates of contracts processed during the Subsequent SOQ Submission Period (**August 2, 2008 through January 31, 2011**) will vary based on service need and time of execution.
- 2.4 Notices regarding future unmet needs and notification of any adjustment to the timetables above will be provided by addendum to ESC Applicants and other interested parties of record in addition to being posted on County's Web Site at ([www.lacounty.info](http://www.lacounty.info)).
- 2.5 COUNTY, acting in its best interest and at its sole discretion, may cancel this solicitation at any time.
- 2.6 The SOQ and any related information shall be delivered or mailed to:
- Department of Children and Family Services  
Contracts Administration  
425 Shatto Place, Room 400  
Los Angeles, California 90020
- 2.7 The original and two copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the ESC Services Applicant and bear the words:
- “STATEMENT OF QUALIFICATIONS FOR  
EMERGENCY SHELTER CARE SERVICES  
(CMS #07-075)”**
- 2.8 ESC Services Applicant must respond only to the RFSQ and any written addenda that may be issued. ESC Services Applicant is not to submit any documentation that is not required or requested in response to this RFSQ.
- 2.9 Any change to this RFSQ will be made by written addendum, which will be sent to each ESC Services Applicant and other interested parties which County records indicate have received this RFSQ. ESC Services Applicant must incorporate any additional requirements required by any written addenda. Failure to do so may cause ESC Services Applicant's SOQ to be disqualified, as determined by the County.
- 2.10 Failure to adhere to the specifications contained in this RFSQ may be cause for disqualification of the SOQ.
- 2.11 Each ESC Services Applicant agrees to provide the County with an explanation of any information provided in its SOQ, which the County, in its discretion, deems necessary for an accurate determination of the ESC Services Applicant's qualifications to perform the required service.
- 2.12 It is the sole responsibility of the ESC Services Applicant to ensure that the SOQ it submits in response to this RFP is received by DCFS. ESC Services

Applicants shall bear all risks associated with delivery by any person or entity, including the U.S. Mail. Hand-delivered SOQs are accepted Monday through Friday, 8:00 A.M. to 5:00 P.M., except holidays. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

### **3.0 SOQ WITHDRAWALS**

ESC Services Applicants may request in writing to withdraw their SOQ to correct errors and to resubmit the SOQ with the errors corrected. SOQs that are withdrawn and resubmitted will be tracked by the date/time of resubmission, in accordance with the process in Part E, Section 1.0, SOQ Review and Selection Process, and will not retain the original date/time submitted.

# Attachment 3

**PART D - STATEMENT OF QUALIFICATIONS (REQUIRED FORMS)**  
**REQUIRED FORMS CHECKLIST (Revised)**

The following checklist is for your convenience when submitting your SOQs. It is your responsibility to ensure that all documents (e.g., photocopy of all required licenses, insurance, etc.) required in the RFSQ are submitted in the format requested.

- Form 1 Application Form (Revised)
- Form 2 Budget
- Form 3A Contractors Acknowledgement and Confidentiality Agreement (ESC Services Provider)
- Form 3B Contractors Acknowledgement and Confidentiality Agreement (ESC Services Co-Provider)
- Form 3C Contractors Acknowledgement and Confidentiality Agreement (ESC Services Alternate Provider)
- Form 4 Emergency Shelter Care Services Capacity Agreement
- Form 5 Certification of No Conflict of Interest
- Form 6 Equal Employment Opportunity (EEO) Certification
- Form 7 Familiarity with the County Lobbyist Ordinance Certification
- Form 8 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
- Form 9 ESC Services Applicant Recent Contract History
- Form 10 Community Business Enterprise Form (CBE)
- Form 11 ESC Services Applicant Certification
- Form 12 Involvement in Litigation, Labor Violations and/or Contract Compliance Difficulties.
- Form 13 Offer to Perform and Acceptance of Terms and Conditions
- Form 14 Charitable Contributions Certification
- Form 15 Request for Local Small Business Enterprise Preference Program Consideration
- Form 16 Attestation of Willingness to Consider GAIN/GROW Participants
  
- Table 1 ZIP CODES with Associated SPA, City/Area Names, and DCFS Offices

# Attachment 4

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

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

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

Bidder must check the appropriate box below and, if applicable, submit a certified copy of its registration with the California State Attorney General's Registry of Charitable Trusts.

**CERTIFICATION**

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

OR

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



---

Signature

---

Date

---

Name and Title (please type or print)

# Attachment 5

**Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information**

**FORM 15**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

**FIRM NAME:** \_\_\_\_\_  
**CAGE CODE:** \_\_\_\_\_ **NAICS CODE:** \_\_\_\_\_

- As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

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

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

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date
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# Attachment 6

**ATTESTATION OF WILLINGNESS TO CONSIDER  
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County)                      \_\_\_\_\_ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Proposer is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES    \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES              \_\_\_\_\_ NO              \_\_\_\_\_ N/A (Program not available)

**Proposer Organization:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_    **Date:** \_\_\_\_\_

**Tel.#:** \_\_\_\_\_    **Fax #:** \_\_\_\_\_

# Attachment 7

**PART G - SAMPLE CONTRACT (Revised)**

**EMERGENCY SHELTER CARE SERVICES CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**



**AND**

---

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

OCTOBER 2008

# PART G - SAMPLE CONTRACT (Revised)

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

### TABLE OF CONTENTS

Section Number and Title	Page
<b>PART I: UNIQUE TERMS AND CONDITIONS</b> .....	<b>80</b>
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS .....	80
2.0 TERM.....	82
3.0 CONTRACT SUM.....	82
4.0 INSURANCE REQUIREMENTS.....	84
5.0 INVOICES AND PAYMENTS .....	86
6.0 CONFIDENTIALITY.....	88
7.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS.....	89
8.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM .....	90
<b>PART II: STANDARD TERMS AND CONDITIONS</b> .....	<b>91</b>
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR .....	91
2.0 ADMINISTRATION OF CONTRACT – COUNTY.....	91
3.0 AMERICANS WITH DISABILITIES ACT (ADA) .....	92
4.0 ASSIGNMENT AND DELEGATION.....	92
5.0 AUTHORIZATION WARRANTY .....	93
6.0 BUDGET REDUCTION .....	93
7.0 CHANGES AND AMENDMENTS .....	93
8.0 CHILD ABUSE PREVENTION REPORTING .....	94
9.0 CHILD SUPPORT COMPLIANCE PROGRAM.....	95
10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM.....	95
11.0 COMPLAINTS .....	96
12.0 COMPLIANCE WITH APPLICABLE LAWS .....	97
13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS .....	98
14.0 COMPLIANCE WITH JURY SERVICE PROGRAM.....	98
15.0 CONDUCT OF PROGRAM .....	100
16.0 CONFLICT OF INTEREST .....	100
17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT.....	100
18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST .....	101
19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING .....	101
20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	101
21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE .....	103
22.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA).....	104
23.0 CONTRACTOR'S WORK.....	104
24.0 COUNTY'S QUALITY ASSURANCE PLAN .....	104
25.0 CRIMINAL CLEARANCES .....	105
26.0 EMPLOYMENT ELIGIBILITY VERIFICATION.....	105

**PART G - SAMPLE CONTRACT (Revised)**

27.0	EVENTS OF DEFAULT .....	105
28.0	FAIR LABOR STANDARDS .....	106
29.0	FIXED ASSETS.....	106
30.0	FORMER FOSTER YOUTH CONSIDERATION .....	107
31.0	GOVERNING LAW, JURISDICTION, AND VENUE.....	107
32.0	INDEMNIFICATION.....	108
33.0	INDEPENDENT CONTRACTOR STATUS .....	108
34.0	LIQUIDATED DAMAGES.....	108
35.0	MOST FAVORED PUBLIC ENTITY .....	109
36.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION .....	110
37.0	NON EXCLUSIVITY .....	111
38.0	NOTICE OF DELAYS.....	111
39.0	NOTICE OF DISPUTE.....	111
40.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	112
41.0	NOTICES.....	112
42.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	112
43.0	PROPRIETARY RIGHTS .....	112
44.0	PUBLIC RECORDS ACT .....	114
45.0	PUBLICITY.....	114
46.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	115
47.0	RECYCLED-CONTENT PAPER .....	116
48.0	SAFELY SURRENDERED BABY LAW.....	116
49.0	SHRED DOCUMENT.....	117
50.0	SUBCONTRACTING.....	117
51.0	TERMINATION FOR CONTRACTOR’S DEFAULT.....	118
52.0	TERMINATION FOR CONVENIENCE .....	119
53.0	TERMINATION FOR IMPROPER CONSIDERATION .....	120
54.0	TERMINATION FOR INSOLVENCY .....	120
55.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	121
56.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS .....	121
57.0	USE OF FUNDS .....	121
58.0	VALIDITY .....	122
59.0	WAIVER .....	122
60.0	WARRANTY AGAINST CONTINGENT FEES.....	122
61.0	WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION .....	122

<b>EXHIBIT A:</b>	<b>STATEMENT OF WORK</b>
EXHIBIT A-1:	PERFORMANCE OUTCOME SUMMARY
EXHIBIT A-2:	PERFORMANCE REQUIREMENTS SUMMARY
EXHIBIT A-3:	PRICING SCHEDULE – EMERGENCY SHELTER CARE SERVICES BED RATES
EXHIBIT A-4:	EMERGENCY SHELTER CARE SERVICES–CAPACITY AGREEMENT
EXHIBIT A-5:	BUDGET
EXHIBIT A-6:	EMERGENCY SHELTER CARE SERVICES–CONTRACTOR’S

## **PART G - SAMPLE CONTRACT (Revised)**

### **INVOICE**

- EXHIBIT A-7: EMERGENCY SHELTER CARE SERVICES REPORTING PROCEDURE
- EXHIBIT A-8: PLACEMENT TERMINATION OF FOSTER CHILD
- EXHIBIT A-9: COMMAND POST CONTACT NUMBERS
- EXHIBIT A-10: TERMINATION OF EMERGENCY SHELTER CARE SERVICES CONTRACT
- EXHIBIT A-11: REQUEST FOR TIME OFF
- EXHIBIT A-12: ENTER CONTROL LOG
- EXHIBIT A-13: FOSTER YOUTH BILL OF RIGHTS

### **EXHIBIT B: ATTACHMENTS**

- ATTACHMENT A: CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- ATTACHMENT B: CONTRACTOR'S ADMINISTRATION
- ATTACHMENT C: COUNTY'S ADMINISTRATION
- ATTACHMENT D: SAFETY SURRENDERED BABY LAW FACT SHEET
- ATTACHMENT E: JURY SERVICE PROGRAM CERTIFICATION AND LOS ANGELES COUNTY CODE 2.203 (JURY SERVICE PROGRAM)
- ATTACHMENT F: CONTRACTOR'S OBLIGATION UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
- ATTACHMENT G: COMMUNITY BUSINESS ENTERPRISE FORM (CBE)
- ATTACHMENT H: CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION
- ATTACHMENT I: AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK
- ATTACHMENT J: USER COMPLAINT REPORT (UCR)
- ATTACHMENT K: CHARITABLE CONTRIBUTIONS CERTIFICATION
- ATTACHMENT L: INTERNAL REVENUE SERVICES NOTICE 1015

**PART G - SAMPLE CONTRACT (Revised)**

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

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

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 200\_\_, by and between

County of Los Angeles  
hereinafter referred to as "COUNTY"

and

\_\_\_\_\_  
Licensed Foster Parent

\_\_\_\_\_  
Co-Licensed Foster Parent

**RECITALS**

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

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

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

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 G - SAMPLE CONTRACT (Revised)**

### **PART I: UNIQUE TERMS AND CONDITIONS**

#### **1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS**

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this 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, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, and A-13, Exhibit B, Attachments A, B, C, D, E, F, G, H, I, J, K, and L, 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 Contract, Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, and A-13 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" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
  - C. "CONTRACTOR" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

## **PART G - SAMPLE CONTRACT (Revised)**

- 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 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 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. "Placed Child" – means any child who is deemed eligible, as a result of investigations by DCFS and other authorities, to occupy any available bed for emergency shelter care services.
- N. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- O. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

## **PART G - SAMPLE CONTRACT (Revised)**

### **2.0 TERM**

- 2.1 The term of this Contract shall commence on October 1, 2008 or the date of execution by the Director of Children and Family Services, whichever is later, and shall expire on September 30, 2009 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 COUNTY shall have the sole option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of three (3) years. Each such option and extension shall 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 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 2.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.

### **3.0 CONTRACT SUM**

- 3.1 The Maximum Annual Contract Sum payable under this Contract is \_\_\_\_\_ (\$XXXXXX), and the Maximum Contract Sum payable under this Contract is \_\_\_\_\_ (\$XXXXXX), for the number of available Emergency Shelter Care (ESC) Services beds specified in Exhibit A-4, Emergency Shelter Care Services Capacity Agreement, and at the rate(s) specified in Exhibit A-3, Pricing Schedule.
- 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-3, Pricing Schedule, pursuant to Exhibit A-4, Emergency Shelter Care Services Capacity Agreement, 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.

## **PART G - SAMPLE CONTRACT (Revised)**

- 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.
- 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 75 percent of the total contract authorization 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.
- 3.7 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered.
- 3.8 Time is of the essence with regard to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

## **PART G - SAMPLE CONTRACT (Revised)**

### **4.0 INSURANCE REQUIREMENTS**

#### **4.1 General Insurance Requirements**

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

4.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered 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

Such certificates or other evidence shall:

- 4.1.1.1 Specifically identify this Contract;
- 4.1.1.2 Clearly evidence all coverage required in this Contract;
- 4.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;

4.1.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

4.1.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting

## **PART G - SAMPLE CONTRACT (Revised)**

from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

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

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

4.1.4.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.

4.1.4.3 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

4.1.5 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

4.2 Insurance Coverage Requirements:

CONTRACTOR must maintain the following insurance:

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

4.2.2 Homeowner(s) or Renter(s) insurance, with \$300,000 personal liability coverage, covering the CONTRACTOR against liability to others for bodily injury or property damage resulting from the CONTRACTOR's use of the residence premises where children placed for Emergency Shelter Care will reside.

## PART G - SAMPLE CONTRACT (Revised)

### 5.0 INVOICES AND PAYMENTS

- 5.1 For work or services 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 Exhibit A-3, Pricing Schedule and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for the work or services performed as specified in the Contract and any amendments thereto. CONTRACTOR shall be paid only for work or services approved in writing by the COUNTY. If the COUNTY does not approve work or services in writing, no payments shall be made to the CONTRACTOR for that work or services.
- 5.2 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.
- 5.3 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 Budget (OMB) Circular, A-133. 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>
- 5.4 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

## **PART G - SAMPLE CONTRACT (Revised)**

Los Angeles, CA 90020

And a duplicate copy of the invoices to:

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

- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 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

## **PART G - SAMPLE CONTRACT (Revised)**

reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

### **6.0 CONFIDENTIALITY**

- 6.1 CONTRACTOR shall maintain the confidentiality of all records obtained and information in accordance with all applicable federal, State or 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.
- 6.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Section 6.0, as determined by COUNTY its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 6.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by the 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 the COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.
- 6.3 CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Contract.
- 6.4 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment A, "Contractor Acknowledgement and Confidentiality Agreement."
- 6.5 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

## **PART G - SAMPLE CONTRACT (Revised)**

- 6.6 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 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.
- 6.7 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.

### **7.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS**

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

## **PART G - SAMPLE CONTRACT (Revised)**

(HIPAA), CONTRACTOR and COUNTY agree that CONTRACTOR, may release “protected health information,” as that term is defined by HIPAA, to DCFS, without a signed authorization, for the purpose of coordinating or managing the care of Placed Children.

### **8.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

- 8.1 This Contract is subject to the provisions of the COUNTY’s ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 8.2 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 Local Small Business Enterprise.
- 8.3 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 Local Small Business Enterprise.
- 8.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise 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:
  - 8.4.1 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;

## **PART G - SAMPLE CONTRACT (Revised)**

### **PART II: STANDARD TERMS AND CONDITIONS**

#### **1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

##### **1.1 CONTRACTOR's Program Director**

1.1.1 CONTRACTOR's Program Director is designated in Exhibit B, Attachment B, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

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

##### **1.2 Approval of CONTRACTOR's Staff**

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

#### **2.0 ADMINISTRATION OF CONTRACT – COUNTY**

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

##### **2.1 COUNTY Program Manager**

The responsibilities of the COUNTY Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

## **PART G - SAMPLE CONTRACT (Revised)**

- 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.
- 2.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

### **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 sub-section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.
- 4.2 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 entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract.

## **PART G - SAMPLE CONTRACT (Revised)**

In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **5.0 AUTHORIZATION WARRANTY**

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

### **6.0 BUDGET REDUCTION**

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

### **7.0 CHANGES AND AMENDMENTS**

- 7.1 COUNTY reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment 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 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

## **PART G - SAMPLE CONTRACT (Revised)**

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 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
  - 7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

### **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.

## **PART G - SAMPLE CONTRACT (Revised)**

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 Contract 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

9.2.1 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**

## **PART G - SAMPLE CONTRACT (Revised)**

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

### **11.0 COMPLAINTS**

- 11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.
- 11.2 Within five business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
  - 11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
  - 11.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five business days for COUNTY approval.
  - 11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five business days of receiving the complaint.
- 11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 11.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three business days of mailing to the complainant.

## **PART G - SAMPLE CONTRACT (Revised)**

### **12.0 COMPLIANCE WITH APPLICABLE LAWS**

12.1 In performance of the Contract, 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 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.

12.1.3 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 the 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 such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the

## **PART G - SAMPLE CONTRACT (Revised)**

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 costs and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for 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 the 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 H, 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 E, 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

## **PART G - SAMPLE CONTRACT (Revised)**

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

## **PART G - SAMPLE CONTRACT (Revised)**

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

## **PART G - SAMPLE CONTRACT (Revised)**

(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.

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 I, 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 RESPONSIBILITY AND DEBARMENT**

20.1 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.

20.2 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

## **PART G - SAMPLE CONTRACT (Revised)**

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.

- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 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

## PART G - SAMPLE CONTRACT (Revised)

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.

20.8 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.

20.8.1 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.

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

20.10 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](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>

### 21.0 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

## **PART G - SAMPLE CONTRACT (Revised)**

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).

### **22.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, 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 F, in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit B, Attachment F, CONTRACTOR's Obligations Under HIPAA.

### **23.0 CONTRACTOR'S WORK**

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

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

### **24.0 COUNTY'S QUALITY ASSURANCE PLAN**

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

## **PART G - SAMPLE CONTRACT (Revised)**

### **25.0 CRIMINAL CLEARANCES**

25.1 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.

### **26.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

26.1 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.

26.2 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.

### **27.0 EVENTS OF DEFAULT**

27.1 Default for Non-Performance

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

27.1.1 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

## **PART G - SAMPLE CONTRACT (Revised)**

27.1.2 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.

### **27.2 Default for Insolvency**

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

27.2.1 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;

27.2.2 The filing of a voluntary petition in bankruptcy;

27.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

### **27.3 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.

## **28.0 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.

## **29.0 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

## **PART G - SAMPLE CONTRACT (Revised)**

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.

### **30.0 FORMER FOSTER YOUTH CONSIDERATION**

30.1 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

30.2 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).

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

### **31.0 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.

## **PART G - SAMPLE CONTRACT (Revised)**

### **32.0 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

### **33.0 INDEPENDENT CONTRACTOR STATUS**

33.1 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.

33.2 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.

33.3 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.

### **34.0 LIQUIDATED DAMAGES**

34.1 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.

## **PART G - SAMPLE CONTRACT (Revised)**

- 34.2 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:
- 34.2.1 Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - 34.2.2 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
  - 34.2.3 Upon giving five days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 34.3 The action noted in Sub-section 34.2 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.
- 34.4 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 34.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

### **35.0 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

## **PART G - SAMPLE CONTRACT (Revised)**

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.

### **36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 36.1 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.
- 36.2 CONTRACTOR shall certify to and comply with the provisions of the Contractor's Equal Employment Opportunity (EEO) Certification form which is identified as Form 6 in the Statement of Qualifications (SOQ) previously submitted by CONTRACTOR and on file with COUNTY.
- 36.3 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.
- 36.4 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.
- 36.5 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.
- 36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to

## **PART G - SAMPLE CONTRACT (Revised)**

verify compliance with the provisions of this section when so requested by COUNTY.

36.7 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.

36.8 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.

### **37.0 NON EXCLUSIVITY**

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

### **38.0 NOTICE OF DELAYS**

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

### **39.0 NOTICE OF DISPUTE**

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

## **PART G - SAMPLE CONTRACT (Revised)**

### **40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

### **41.0 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 Exhibit B, Attachment B, CONTRACTOR's Administration and Exhibit B, Attachment C, 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.

### **42.0 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.

### **43.0 PROPRIETARY RIGHTS**

43.1 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.

43.2 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

## **PART G - SAMPLE CONTRACT (Revised)**

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.

- 43.3 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."
- 43.4 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 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 43.4 for:
- 43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 43.3;
- 43.5.2 Any materials, data and information covered under Sub-section 43.2; and
- 43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 43.6 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.
- 43.7 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

## **PART G - SAMPLE CONTRACT (Revised)**

security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

- 43.8 The provisions of Sub-sections 36.5, 36.6, and 36.7 shall survive the expiration or termination of this Contract.

### **44.0 PUBLIC RECORDS ACT**

44.1 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.

44.2 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.

### **45.0 PUBLICITY**

45.1 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:

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

45.1.2 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

## **PART G - SAMPLE CONTRACT (Revised)**

consent of the County's Program Manager. The COUNTY shall not unreasonably withhold written consent.

- 45.2 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 Sub-section shall apply.

### **46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

- 46.1 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.
- 46.2 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 years after the expiration of the term of this Contract or for a period of three 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.
- 46.3 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

## **PART G - SAMPLE CONTRACT (Revised)**

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).

- 46.4 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.
- 46.5 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 46.6 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.

### **47.0 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.

### **48.0 SAFELY SURRENDERED BABY LAW**

- 48.1 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

## **PART G - SAMPLE CONTRACT (Revised)**

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](http://www.babysafela.org).

### **48.2 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 D, of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## **49.0 SHRED DOCUMENT**

49.1 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.

49.2 Documents for record and retention purposes in accordance with Subsection 46.0 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five years.

## **50.0 SUBCONTRACTING**

50.1 The requirements of this Contract **may not** be subcontracted by the CONTRACTOR. Any attempt by the CONTRACTOR to subcontract the requirements of the Contract may be deemed a material breach of this Contract.

## **PART G - SAMPLE CONTRACT (Revised)**

### **51.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

51.1 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:

51.1.1 CONTRACTOR has materially breached this Contract;

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

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

51.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 51.1, 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.

51.3 The CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 51.2 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 and if such default arises out of causes beyond the control of the CONTRACTOR, and without the fault or negligence of CONTRACTOR, 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 CONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule.

## **PART G - SAMPLE CONTRACT (Revised)**

- 51.4 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 51.3, 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.
- 51.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 51.1, 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 51.2, 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.
- 51.5.1 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.
- 51.6 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.

### **52.0 TERMINATION FOR CONVENIENCE**

- 52.1 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.

## **PART G - SAMPLE CONTRACT (Revised)**

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

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

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

52.3 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.

### **53.0 TERMINATION FOR IMPROPER CONSIDERATION**

53.1 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.

53.2 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.

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

### **54.0 TERMINATION FOR INSOLVENCY**

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

54.1.1 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

## **PART G - SAMPLE CONTRACT (Revised)**

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;

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

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

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

54.2 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.

### **55.0 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.

### **56.0 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.

### **57.0 USE OF FUNDS**

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions,

## **PART G - SAMPLE CONTRACT (Revised)**

CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

### **58.0 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.

### **59.0 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.

### **60.0 WARRANTY AGAINST CONTINGENT FEES**

60.1 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.

60.2 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.

### **61.0 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 \_\_\_\_\_  
Patricia S. Ploehn, LCSW, Director  
Department of Children and Family Services

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title Licensed Foster Parent

By \_\_\_\_\_

Name \_\_\_\_\_

Title Co-Licensed Foster Parent

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., County Counsel

BY Kathleen Bramwell  
Principal Deputy County Counsel

# Attachment 8

**EMERGENCY SHELTER CARE SERVICES**

**CONTRACTOR'S INVOICE**

Invoice No. \_\_\_\_\_

TO:  
EMERGENCY SHELTER CARE SERVICES COORDINATOR

FROM: \_\_\_\_\_

DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
OUT OF HOME CARE PROGRAMS  
9320 TELSTAR AVENUE, SUITE 216  
EL MONTE, CA 91731

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip

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

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Social Security Number

B. I certify that for the month of \_\_\_\_\_, 200\_\_\_\_, the following beds were available:

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

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

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Jane Garcia, MSW, County Program Manager  
Emergency Shelter Care Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marilyn Garrison, Division Chief  
Out of Home Care Programs Division

\_\_\_\_\_  
Date

# Attachment 9

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

Refer to Part D, Form 14.

# **Attachment 10**



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. November 2002)

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

#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the

notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

##### Notice 1015

(Rev. 11-2002)

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015  
(Rev. 11-2002)