

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

FOR

**EMERGENCY SHELTER CARE SERVICES
(CMS 11-045)**



County of Los Angeles
Department of Children and Family Services
Department of Children and Family Services – Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

November 2011

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PREAMBLE

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

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

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

PART A - OVERVIEW

1.0 DCFS MISSION STATEMENT

The County of Los Angeles (County), Department of Children and Family Services (DCFS) is the designated agency with the duty to establish, manage, and provide a system of services that ensures the following:

- Children are safe from abuse, neglect and exploitation;
- Families who provide safe environments for children are strengthened;
- Children whose families are unable to provide a safe environment are provided temporary homes which support optimum growth and development;
- Children in temporary homes receive safe, secure and nurturing permanent homes in a timely manner; and
- Children who reach adulthood under DCFS' care are provided the opportunity to succeed.

2.0 REQUIRED SERVICES

2.1 DCFS is issuing this Request for Statement of Qualifications (RFSQ) to solicit interested and qualified licensed foster parent(s) to provide short-term, emergency shelter to children who are in need of safe and temporary shelter.

2.1.1 ESC Children – Emergency Shelter Care (ESC) services shall be provided to children between the ages of 0-17, siblings groups, and teen moms and their infants.

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

2.2.1 Selected ESC contractors who volunteered for the 35% fluctuation option will also be required to respond in 2 hours to all calls.

2.3 Once an ESC Child or Children is placed in an available bed, the ESC contractor will ensure the safety and well-being of the child/children as required by Title 22 regulations.

2.4 Each ESC contractor must certify they will maintain the confidentiality of all foster youth records and information, in accordance with all applicable laws pertaining to confidentiality, as specified in Part G, Sample Contract, Part I, Unique Terms and Conditions, Section 6.0, Confidentiality, and

Section 7.0, Confidentiality Requirements for Placement Contracts and in Part D, Required Forms, Exhibits D-1, D-2 and D-3 of this RFSQ.

2.5 The ESC Program anticipates a need for available beds for the various types of placements on a monthly basis.

2.5.1 **North Region**: SPA 1, (Lancaster, Palmdale) and SPA 2 (Santa Clarita, N. Hollywood, San Fernando Valley);

East Region: SPA 3 (Pasadena, Covina, and Pomona) and SPA 4 (Metro Los Angeles, East Los Angeles);

West Region: SPA 5 (West Los Angeles) and SPA 6 (South Los Angeles, Compton, Hawthorne, Wateridge);

South Region: SPA 7 (Santa Fe Springs, Belvedere) and SPA 8 (Torrance, Long Beach, Lakewood and Carson).

3.0 SERVICE CAPACITY AND COMPENSATION

3.1 Bed Availability and Rate

The Bed Availability Rates to be paid to ESC contractor are as follows:

<i>The County will pay:</i>
\$300 per month for each crib held available for Infant, Ages 0-2
\$300 per month for each bed held available for Children, Ages 3-12
\$400 per month for each bed held available for Teens, Ages 13-17
\$400 per month for each bed held available for Sibling Groups, Ages 0-17 (A 4-bed minimum is required)
\$600 per month for each set consisting of <u>one bed and one crib</u> held available for a Teen Mom and her Infant

3.2 Fluctuating Bed Capacity

The proposed contract includes a provision to add a temporary increase of services up to 35% of the Maximum Annual Contract Sum. Upon the County's request, contractors who choose to participate in the 35% fluctuation option shall provide one additional bed or one additional set of bed and crib, so long as the contractor meets the following conditions: (1) bed is available, (2) meets licensing requirements, and (3) utilization does not exceed 35% fluctuation rate, as listed in the example below.

<i>Bed Placement Category</i>	<i>Monthly Rate</i>	<i>Number of Bed Required for Fluctuation Option</i>	<i>Number of Months</i>	<i>Annual Contract Sum without Fluctuation</i>	<i>35% Fluctuation of Service Option Sum*</i>	<i>Maximum Contract Sum</i>
Infant, Ages 0-2	\$300	1	4	\$3,600	\$1,200	\$4,800
Children, Ages 3-12	\$300	1	4	\$3,600	\$1,200	\$4,800
Teen, Ages 13-17	\$400	1	4	\$4,800	\$1,600	\$6,400
Sibling Groups Ages 0-17(4-bed minimum is required)	\$400	1	4	\$4,800	\$1,600	\$6,400
Teen Mom and Infant	\$600	1 set	4	\$7,200	\$2,400	\$9,600

3.3 Foster Care Placement Rate

When an ESC Child is placed in the ESC contractor's available bed, the Bed Availability Rate shall continue and the ESC contractor will receive additional compensation at the "B", "D" or "F" Aid to Families with Dependent Children-Foster Care (AFDC-FC) rate, depending on the ESC Child's category, for the days the ESC Child remains in the ESC contractor's home.

3.4 Payment

Both the bed placement rate and foster care placement rate are calculated on a pro-rata basis each month for each day service was provided. Contractors shall receive two (2) separate payments, as the monthly payment for the bed rate is paid through an invoicing process and the monthly payment for placement is paid through a voucher process.

4.0 **CONTRACT PERIOD AND RECOMMENDATION OF AWARD**

The term of each proposed Contract will be one year with four one-year renewal options for a total of five years. The Contract is scheduled to commence on or about October 1, 2012, or after approval by the County's Board of Supervisors, whichever is later. All renewal options are subject to the funding approval and will be renewed at

* Footnote: Fluctuation rate is rounded.

the sole discretion of the County. Refer to Part G, Sample Contract, Part I, Unique Terms and Conditions, Section 2.0, Term.

The County shall solely determine whether or not to enter into any contract as a result of this RFSQ and the start date may vary from that stated. All Contracts resulting from subsequent submission period shall align its contract term to correspond with the initial contract end date of September 30, 2017, or by March 31, 2018 if a six-month extension is exercised. Contracts maybe terminated earlier at the sole discretion of the County.

5.0 MINIMUM REQUIREMENTS/QUALIFICATIONS

Any interested and qualified prospective ESC contractor that can demonstrate his/her ability to successfully provide the required services outlined in Part H, Statement of Work, of this RFSQ is invited to submit an SOQ, provided that the prospective ESC contractor meets the following requirements:

- 5.1 Must be able to read, write, speak, and understand English;
- 5.2 Possess a valid foster family home license issued by Community Care Licensing Division (CCLD) of the California Department of Social Services (CDSS);
- 5.3 Have a minimum of six-month active foster parent experience within Los Angeles County by the time the contract commences;
- 5.4 Must be in good standing with CDSS/CCLD and DCFS (e.g. not on “Do Not Refer”, “Do Not Use”, or “Investigate Hold”) in accordance with state and County records;
- 5.5 Does not operate a child daycare service within the same physical structure or on the same property where ESC services are provided, and are willing to certify to that affect;
- 5.6 Possess current homeowners or renters insurance with personal liability coverage of \$300,000 for the residence where ESC services will be provided by the time the contract is executed;
- 5.7 Possess automobile insurance with coverage and limits specified in this RFSQ, in accordance with Part G, Sample Contract, Part I, Section 4.0 for each vehicle you have identified in Part D, Statement of Qualifications Part D, Required Forms, Form 1 Items 41 through 47, which may be used to provide transportation for ESC children and youth placed in their home;
- 5.8 Submits and passes a home-visit evaluation prior to placement of any child or youth.

6.0 DEFINITIONS

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. Definitions of general terms can be found in PART G, Sample Contract, Unique Terms and Conditions, Section 1.0. Definitions of specific terms have been established in PART H, Statement of Work (SOW), Section 3.0.

7.0 RFSQ TIMETABLE

7.1 The following timetable is an estimate of the schedule that shall be followed in this procurement process. The County reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the timeline shall be provided to any prospective ESC contractors who request a copy of this RFSQ.

- Release RFSQ: November 21, 2011
- Submission Deadline for Request for Solicitation Requirements Review: December 16, 2011
- Proposers Conference: December 13, 2011 to December 16, 2011
- Questions and Answers Released: December 23, 2011
- Deadline for Initial SOQ Submission: January 26, 2012
- Anticipated Contract Start Date: October 1, 2012

8.0 SUBMISSION PERIODS

8.1 This RFSQ shall remain open from the time of its release to February 28, 2017, unless terminated earlier by the County. This RFSQ consists of two submission periods:

8.1.1 Initial Submission Period: 1/6/2012 – 1/26/2012

8.1.2 Subsequent Submission Period: 10/02/2012 through 1/25/2017

8.2 Termination of RFSQ: The County, acting in its best interest and at its sole discretion, may cancel this solicitation at any time. Notification of this cancellation shall be posted in the Los Angeles County Purchasing and Contracts website, <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidDeptLookUpFrm.asp> and DCFS website, <http://www.lacdcfs.org>.

9.0 ESC CONFERENCE – QUESTIONS AND ANSWERS

9.1 In order to assist ESC Services Applicants with the RFSQ process, DCFS will conduct a series of conferences in four key geographic locations.

9.1.1 DCFS will present the same information at all four conferences regarding the ESC Services program, answer questions regarding the RFSQ, and provide a clarification to help applicants complete and submit a Statement of Qualifications (SOQ), including required forms and documents.

- 9.2 Attendance at the conference is optional for all prospective ESC contractors, but is strongly recommended.
- 9.3 ESC Services applicants may attend any one or all of the following scheduled conferences.
- **Tuesday, December 13, 2011 from 9:00 a.m. to 12:00 p.m.** at DCFS, Glendora Office – 725 S. Grand Ave., Room 1361, Glendora, CA 91740;
 - **Wednesday, December 14, 2011 from 1:00 p.m. to 4:00 p.m.** at DCFS Corporate, 2525 Corporate Place, Suite 150, Monterey Park, CA 91754;
 - **Thursday, December 15, 2011 from 1:00 p.m. to 4:00 p.m.** at DCFS, South County – 4060 Watson Plaza Dr., ER Conference Room, Lakewood, CA 90712; and
 - **Friday, December 16, 2011 from 9:00 a.m. to 12:00 p.m.** at DCFS, Compton West, 11539 Hawthorne Blvd. – 1st Floor Conference Room, Hawthorne, CA 90250.
- 9.4 Prospective ESC contractor may submit written questions regarding this RFSQ by mail, fax, or e-mail to the Contract Analyst identified below. All written questions must be received by **December 16, 2011 by 5:00 p.m.** No questions will be accepted after this date.
- 9.5 Following the final conference, 12/16/2011, answers to all questions will be sent (via e-mail or fax) to each person or organization which County records indicate received a copy of the RFSQ. Telephone inquires will not be accepted.
- 9.6 All questions, without identifying the submitting firm, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. The addendum will be mailed to each person or organization which County records indicate received a copy of the RFSQ, in addition to being posted on the County of Los Angeles Purchasing and Contracts website. To ensure receipt of any addenda, the prospective ESC contractor should include correct mailing address, fax number, or e-mail address, whichever is appropriate.
- 9.7 Questions may address concerns regarding application of minimum requirements, evaluation criteria and/or business requirements that could unfairly disadvantage the prospective ESC contractor or, due to unclear instructions, may result in the County not receiving the best possible responses from prospective ESC contractor.
- 9.8 When submitting questions please specify the RFSQ part and section number, paragraph number, page number, and quote the passage that prompted the question. This will ensure that the questions can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

Questions should be addressed to:

Beatriz Meza, Contract Analyst
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, California 90020
Email: mezab@dcfs.lacounty.gov

10.0 RFSQ COMPOSITION

9.1 This RFSQ is composed of the following parts:

- PART A – OVERVIEW OF RFSQ:** Contains an overview of the RFSQ.
- PART B – RFSQ GENERAL INFORMATION:** Contains important RFSQ provisions and requirements of the RFSQ.
- PART C – INSTRUCTIONS TO PROSPECTIVE CONTRACTOR:** Contains instructions about preparing and submitting a Statement of Qualifications (SOQ) in response to this RFSQ.
- PART D – REQUIRED FORMS/SUBMISSION PACKET:** Contains the forms which must be completed and included in the SOQ in addition to other required documents.
- PART E – SELECTION PROCESS AND EVALUATION CRITERIA:** Contains information as to how SOQs will be reviewed and selected.
- PART F – PROTEST POLICY FORMS TRANSMITTAL:** Contains Transmittal Forms to Request a Solicitation Requirements Review and Disqualification Review
- PART G – SAMPLE CONTRACT:** Contains the terms and conditions substantially similar to any Contract resulting from this RFSQ.
- PART H – STATEMENT OF WORK:** Explains in detail the Statement of Work to be performed by the Contractor.
- PART I – EXHIBITS:** Contains exhibits to the contract.
- PART J – APPENDICES:** Contains additional RFSQ information.

11.0 TERMS AND CONDITIONS

Sample terms and conditions of the anticipated Contract are provided in Part G, Sample Contract, of this RFSQ. The final terms and conditions of the Contract will be substantially similar to those that are contained in the Sample Contract. Prospective ESC contractors are encouraged to have the Sample Contract reviewed by their own legal counsel.

11.1 Several of the documents in Part D, Required Forms are exhibits to the Sample Contract.

11.2 Submission of an SOQ shall constitute acknowledgment and acceptance of all of the terms and conditions in the RFSQ and the attached Sample Contract.

PART B – GENERAL INFORMATION

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:

Beatriz Meza, Contract Analyst
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, California 90020
Email: mezab@dcsf.lacounty.gov

- 1.2 All prospective ESC contractors are specifically directed **not to contact** any other County personnel regarding this matter. If it is discovered that a prospective ESC contractor 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 prospective ESC contractor with the implication, suggestion or statement that the prospective ESC contractor's provision of the consideration may secure more favorable treatment for the prospective ESC contractor in the award of the contract or that the prospective ESC contractor's failure to provide such consideration may negatively affect the County's consideration of the prospective ESC contractor's submission. A prospective ESC contractor 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 Prospective ESC Contractor Notification to County

A prospective ESC contractor 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 prospective ESC contractor'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 prospective ESC contractor 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 prospective ESC contractors.

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

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any cost incurred by a Prospective ESC Contractor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in submitted SOQ.

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 CONFLICT OF INTEREST

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse of

economic dependent of such employees, shall be employed in any capacity by a Prospective ESC Contractor or have any other direct or indirect financial interest in the selection of a Contractor. Prospective ESC contractor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code.

8.0 PROSPECTIVE CONTRACTOR DEBARMENT

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 Subcontractors of Prospective Contractor

These terms shall also apply to proposed subcontractors of prospective contractors on County contracts.

8.8 Debarment List

Registry of debarred contractors can be obtained by using the websites listed in Section 20.0, Contractor Responsibility and Debarment, found in PART II, Standard Terms & Conditions, of the SAMPLE CONTRACT. Websites include County, State and Federal Debarred Contractors.

9.0 NOTICE TO PROSPECTIVE ESC CONTRACTOR REGARDING THE PUBLIC RECORDS ACT

- 9.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as DCFS recommends a prospective ESC contractor(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."
- 9.2 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 SOQ as confidential shall not be deemed sufficient notice of exception. The prospective ESC contractor(s) must specifically label only those provisions of the SOQ which are "Trade Secrets," "Confidential," or Proprietary" in nature.**

10.0 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS

- 10.1 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.
- 10.2 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 11.0 below.
- 10.3 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 21.0 below.
- 10.4 The County also has a Policy on Doing Business with Small Business that is stated in PART J, APPENDIX 1.

11.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 11.1 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.1 of the Los Angeles County Code.
- 11.2 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.
- 11.3 Businesses must complete the PART D, REQUIRED FORMS, Form 7– 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.

12.0 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.

14.0 INDEMNIFICATION AND INSURANCE

Contractor shall be required to comply with the indemnification provisions contained in Part II, Standard Terms and Conditions, Section 32.0, 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, Insurance Requirements found in the SAMPLE CONTRACT INSURANCE REQUIREMENTS, (PART G of this RFSQ).

15.0 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, prospective contractors 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, prospective contractor

shall attest to a willingness to provide employed GAIN/GROW participants access to the prospective contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposer who is unable to meet this requirement shall not be considered for contract award. Proposer shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in PART D, REQUIRED FORMS, Form 8 – Attestation of Willingness to Consider GAIN/GROW Participants, along with their SOQ.

16.0 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).

17.0 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).

18.0 CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

18.1 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.

18.2 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 Exhibit G of PART D, REQUIRED FORMS. A completed Charitable Contributions Certification is a required part of any agreement with the County.

18.3 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.

18.4 Prospective County contractors that do not complete Exhibit G 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)

19.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective ESC contractors should carefully read the Defaulted Tax Program Ordinance, PART J, Appendix 3, and the pertinent provisions of the SAMPLE CONTRACT, PART G, Section 25.0, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Prospective ESC contractors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit H of PART D, REQUIRED FORMS. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

20.0 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, Exhibits to the Sample Contract, Exhibit F.

21.0 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 contractors should carefully read the Jury Service Ordinance, Exhibit E of PART D, 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.

- 21.1 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.
- 21.2 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.

21.3 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, Exhibit E, PART D, REQUIRED FORMS, 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.

22.0 NOTICE TO PROSPECTIVE ESC CONTRACTORS 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 prospective ESC contractor 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 prospective ESC contractor 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 6 of PART D, REQUIRED FORMS as part of their SOQ.

23.0 RECYCLED CONTENT PAPER

Prospective ESC contractor shall be required to comply with the County's policy on recycled content paper as specified in PART G, SAMPLE CONTRACT, Section 47.0.

24.0 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 for printing purposes.

25.0 SUBCONTRACTING

Contractor shall not subcontract any tasks of this contract. Any attempt by contractor to subcontract performance of any terms of the contract, in whole or in part, shall constitute a breach of the terms of the contract.

PART C - INSTRUCTIONS TO PROSPECTIVE ESC CONTRACTORS

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 Prospective ESC Contractor's Qualifications and Required Forms

Prospective ESC contractor should carefully review the Minimum Requirements/Qualifications stated in Introduction, Section 5.0 of PART A, OVERVIEW of this RFSQ. Prospective ESC contractor must also demonstrate that they meet the Minimum Qualifications stated in this section and have the capability to perform the required services. Prospective ESC contractor must complete PART D, REQUIRED FORMS and submit as follows:

SECTION A: PROSPECTIVE ESC CONTRACTOR'S QUALIFICATIONS AND CASE QUESTIONNAIRE

FORM 1 PROSPECTIVE ESC CONTRACTOR QUALIFICATIONS AND CASE QUESTIONNAIRE

Prospective ESC contractor must complete and sign Form 1, Prospective ESC Contractor(s) Qualification and Case Questionnaire 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, Unique Terms and Conditions, Section 4.2.1); and
- Certificate of Automobile Insurance (refer to PART G, SAMPLE CONTRACT, PART I, Section 4.2.2).

- FORM 2 CERTIFICATION OF NO CONFLICT OF INTEREST
- Prospective ESC contractor must certify on Form 2 that no employee who prepared or participated in the preparation of this SOQ is an employee of the County of Los Angeles or is covered by or referred to in County Code Section 2.180.010.
- FORM 3 PROSPECTIVE ESC CONTRACTOR'S RECENT CONTRACT HISTORY
- Prospective ESC contractor must complete Form 3 and submit with the SOQ, a listing of their current and previous contracts for the past five years.
- FORM 4 PROSPECTIVE ESC CONTRACTOR'S CERTIFICATION
- Prospective ESC contractor must complete and submit Form 4, Prospective ESC Contractor's Certification form. This form is to certify that the information submitted is true to the best of prospective ESC contractor's information and belief.
- FORM 5 INVOLVEMENT IN LITIGATION, LABOR VIOLATIONS AND/OR CONTRACT COMPLIANCE DIFFICULTIES
- Prospective ESC contractor must include details of any failure or refusal to complete a contract. Identify by name, case and court jurisdiction any pending litigation in which prospective ESC contractor is involved, or judgments against prospective ESC contractor in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the prospective ESC contractor or principals of the prospective ESC contractor. Include any labor disputes and/or alleged unfair hiring practices in the past five years. If none, include a statement to that effect.
- FORM 6 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
- Prospective ESC contractor must certify on Form 6 that he/she is familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the prospective ESC contractor have complied with, and will comply with, the ordinance during the term of the contract.

FORM 7 REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM CONSIDERATION

Prospective ESC contractor must complete and sign Form 7, Request for Local Small Business Enterprise Preference Program Consideration.

FORM 8 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

Prospective ESC contractor must complete and sign Form 8, Attestation of Willingness to Consider GAIN/GROW Participants.

FORM 9 OFFER TO PERFORM AND ACCEPTANCE OF TERMS AND CONDITIONS

Prospective ESC contractor must complete and sign Form 9, Offer to Perform and Acceptance of Terms and Conditions.

SECTION B: REQUIRED EXHIBITS TO THE STATEMENT OF WORK

EXHIBIT A-3 EMERGENCY SHELTER CARE SERVICES CAPACITY AGREEMENT

Prospective ESC contractor must complete and sign Exhibit A-3, ESC Services Capacity Agreement specifying the number of beds they agree to provide for the ESC services.

EXHIBIT A-4 PRICING SCHEDULE - EMERGENCY SHELTER CARE SERVICES BED AVAILABILITY RATES

Prospective ESC contractor must complete and sign Exhibit A-4, Pricing Schedule – Emergency Shelter Care Services Bed Availability Rate Form, specifying the number of beds they agree to provide for the ESC services. This form includes the number of beds available for fluctuating needs.

EXHIBIT A-5 LINE ITEM BUDGET

Prospective ESC contractor must complete Exhibit A-5, Line Item Budget, indicating total monthly income and total monthly expenses.

SECTION C: EXHIBITS TO THE CONTRACT

EXHIBIT B EQUAL EMPLOYMENT OPPORTUNITY (EEO)
CERTIFICATION

Prospective ESC contractor must certify on Exhibit B that he/she agrees to comply with EEO laws, regulations and policies.

EXHIBIT C COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

Prospective ESC contractor must complete and submit Exhibit C, Community Business Enterprise Form. This form is used by the COUNTY for statistical purposes only.

EXHIBIT D-1 CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT (CONTRACTOR)

Prospective ESC contractor must sign Exhibit D-1, "Contractor's Acknowledgment and Confidentiality Agreement" and accept the confidentiality requirements set forth by the County. If prospective ESC contractor is a two party licensed foster family home provider, both licensees must sign this form.

EXHIBIT D-2 CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT (CO-CONTRACTOR)

Prospective ESC co-contractor or alternate (if any) must sign Exhibit D-2, "Contractor's Acknowledgment and Confidentiality Agreement" and accept the confidentiality requirements set forth by the County.

EXHIBIT D-3 CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT (ALTERNATE PROVIDER)

Prospective ESC contractor or alternate (if any) must sign Exhibit D-3, "Contractor's Acknowledgment and Confidentiality Agreement" and accept the confidentiality requirements set forth by the County.

EXHIBIT E JURY SERVICE PROGRAM APPLICATION FOR
EXCEPTION AND CERTIFICATION

Prospective ESC contractor must complete and submit Exhibit E, County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form with the SOQ. If prospective ESC contractor is requesting an exception to this program,

prospective ESC contractor must submit all necessary documents to support the request.

EXHIBIT F CONTRACTOR'S ADMINISTRATION

Prospective ESC contractor must complete and sign Exhibit F. This form will be used to identify authorized personnel.

EXHIBIT G CHARITABLE CONTRIBUTIONS CERTIFICATION

Prospective ESC contractor must complete and sign Exhibit G, Charitable Contributions Certification.

EXHIBIT H CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Prospective ESC contractor must complete and sign Exhibit H, certifying that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded to them or that they are exempt from this program.

2.0 SOQ SUBMISSION

2.1 The RFSQ schedule consists of two submission periods:

- A) An Initial SOQ Submission Period (01/6/2012 through 1/26/2012) and;
- B) Subsequent Submission Periods: 10/2/2012 through 1/25/2017

2.2 Initial SOQ Submission Period: In order to meet the October 1, 2012 contract start date, an Initial SOQ Submission Period has been established below:

- For the Initial SOQ Submission Period, SOQs may be submitted from 01/06/2012 through 1/26/2012 between 8:00 a.m. and 5:00 p.m.;
- During the Initial SOQ Submission Period, the last day to submit SOQs is 01/26/2012 at 5:00 p.m., in order to meet the October 1, 2012 contract start date. Any proposal(s) received after the scheduled closing time for receipt of proposals may be returned to the sender unopened, at the County's sole discretion.
- The anticipated contract start date is October 1, 2012 for qualified SOQs.

2.3 Subsequent SOQ Submission Period: The Subsequent SOQ Submission Period below establishes a tentative schedule for the submission of SOQs to obtain additional prospective ESC contractors only to satisfy service needs that may occur during the period from 10/2/2012 through 01/25/2017.

- The RFSQ that was released on 11/21/2011 will remain open for a specified period from 10/2/2012 through 1/25/2017;
- SOQs may be submitted from 10/2/2012 through 1/25/2017, Monday through Friday by 5:00 p.m.;
- The last day to submit SOQs during the Subsequent SOQ Submission Period is January 25, 2017 at 5:00 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 (**October 2, 2012 through January 25, 2017**) 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 prospective ESC contractors and other interested parties of record in addition to being posted on County's Web Site at (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
Attn: Armand Montiel, Assistant Division Chief

2.7 The original and two copy shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the prospective ESC contractor and bear the words:

Statement of Qualifications for Emergency Shelter Care
Services (ESC) – CMS Number – 11-045
Submission Date _____
Name of Prospective Contractor
Foster Care License # _____
Facility Name and Address

- 2.8 Prospective ESC contractor must respond only to the RFSQ and any written addenda that may be issued. Prospective ESC contractor 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 prospective ESC contractor and other interested parties which County records indicate have received this RFSQ. Prospective ESC contractor must incorporate any additional requirements required by any written addenda. Failure to do so may cause prospective ESC Contractor'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 prospective ESC contractor 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 prospective ESC contractor's qualifications to perform the required service.
- 2.12 It is the sole responsibility of the prospective ESC contractor to ensure that the SOQ it submits in response to this RFSQ is received by DCFS. Prospective ESC contractors 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

Prospective ESC contractors may request in writing to withdraw their SOQ to correct errors and to resubmit the SOQ with the errors corrected on or before the last day of submission. SOQs that are withdrawn and resubmitted will be tracked by the date/time of resubmission, in accordance with the process in PART E, SOQ REVIEW AND SELECTION PROCESS, Section 1.0, and will not retain the original date/time submitted.

**PART D – REQUIRED FORMS AND EXHIBITS FOR
STATEMENT OF QUALIFICATIONS (SOQ)**

The following is a list of required forms and documents you need to submit as part of your SOQ. 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. You can use this page as a checklist to ensure that all required forms and documents are in your SOQ.

**SECTION A: REQUIRED FORMS, PROSPECTIVE ESC CONTRACTOR'S QUALIFICATIONS AND
CASE QUESTIONNAIRE**

- Form 1 Prospective ESC Contractor(s) Information and Questionnaire
- Form 2 Certification of No Conflict of Interest
- Form 3 Prospective ESC Contractor's Recent Contract History
- Form 4 Prospective ESC Contractor's Certification
- Form 5 Involvement in Litigation, Labor Violations and/or Contract Compliance Difficulties
- Form 6 Familiarity with the County Lobbyist Ordinance Certification
- Form 7 Request for Local Small Business Enterprise Preference Program Consideration
- Form 8 Attestation of Willingness to Consider GAIN/GROW Participants
- Form 9 Offer to Perform and Acceptance of Terms and Conditions

SECTION B: REQUIRED EXHIBITS A

- Exhibit A-3 Emergency Shelter Care Services Capacity Agreement
- Exhibit A-4 Pricing Schedule – Emergency Shelter Care Services Bed Availability Rates
- Exhibit A-5 Line Item Budget

SECTION C: REQUIRED EXHIBITS

- Exhibit B Contractor's Equal Employment Opportunity (EEO) Certification
- Exhibit C Community Business Enterprise Form (CBE)
- Exhibit D-1 Contractors Acknowledgement and Confidentiality Agreement (ESC Contractor)
- Exhibit D-2 Contractors Acknowledgement and Confidentiality Agreement (ESC Co-Contractor)
- Exhibit D-3 Contractors Acknowledgement and Confidentiality Agreement (ESC Alternate Provider)
- Exhibit E Los Angeles County Sections 2.203.010 – 2.23.090 and County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
- Exhibit F Contractor's Administration
- Exhibit G Charitable Contributions Certification
- Exhibit H Certification of Compliance with County's Defaulted Property Tax Reduction Program

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

PROSPECTIVE ESC CONTRACTOR INFORMATION AND QUESTIONNAIRE

Please type or print each field legibly, and put "N/A" for each field that does not apply

PROSPECTIVE CONTRACTOR'S INFORMATION

1. Name of Prospective Contractor applying to become Emergency Shelter Care Services (ESC) Contractor (Use same name indicated on California State Foster Care License):

First Name	Middle Name	Last Name
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2. Date of Birth: _____ (mm/dd/year)

3. California State Foster Care License Number: _____

4. Did you attach a copy of your California State Foster Care License? Yes No

5. Present Home Address: _____
Number and Street Address

City	State	Zip Code
------	-------	----------

Home Telephone Number: (_____) _____

Alternate Telephone Number: (_____) _____

6. Identify the Region you will be serving, based on your ZIP CODE listed in Table 1, "ZIP CODES with Associated , City/Area Names, and DCFS Offices" (see attached): ____

7. How long have you been a Foster Parent under your current license? ____ Years ____ Months

Do you have six months active experience in Los Angeles County as a foster parent with a valid license issued by CDSS/CCL? Yes No

If yes, provide name of the agency you are/were working under and their contact information.

8. If you have ever been a Licensed Foster Parent in another County or State in the past, please list:

Previous license number: _____ Number of years with previous license: _____

County/State: _____

9. Primary Foster Parent's Social Security Number: _____

10. Primary Foster Parent's California Driver's License (CDL) Number: _____

11. If no CDL, list your California DMV Identification Number: _____

12. Did you attach a copy of your CDL or California DMV Identification Card? Yes No

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

PROSPECTIVE ESC CONTRACTOR INFORMATION AND QUESTIONNAIRE

PROSPECTIVE CONTRACTOR'S INFORMATION (CON'T)

13. If you own your home, did you attach a certificate of Homeowners Liability Insurance?

Yes No

14. If you rent your home, did you attach a certificate of Renters Liability Insurance?

Yes No

15. If you work outside of your home, please provide:

The name of your employer: _____

Employer's Address: _____
Number and Street Address

Work Telephone Number: (_____) _____
City State Zip Code

16. Is this part-time or full-time work? Full Time Part-time

17. List the number of hours you work per week: _____

18. What is your work schedule?

	Start Time	End Time
Sunday	_____	_____
Monday	_____	_____
Tuesday	_____	_____
Wednesday	_____	_____
Thursday	_____	_____
Friday	_____	_____
Saturday	_____	_____

19. Do you operate a child day care business in the same home or property where you intend to provide ESC Services? Yes No

A) Prospective Contractor cannot operate a child daycare business within the same physical structure or on the same property where ESC Services are to be provided; B) Prospective Contractor and Prospective Co-Contractor (if applicable) must certify that he/she shall not operate a child daycare business within the same physical structure or on the same property where ESC services are to be provided (refer to Form 4-A ESC Contractor Certification page); and C) If Prospective Contractor and Prospective Co-Contractor (if applicable) cannot certify to this, Prospective Contractor must re-submit their application when he/she can certify to this.

20. If you are currently licensed to do so, do you currently have medically fragile (F Rate) children placed in your home? Yes No

Prospective Contractor cannot have "F" Rate foster children or youth in their home at the same time as an ESC Services placement (AFDC-FC "B" and/or "D" category foster children or youth).

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

PROSPECTIVE ESC CONTRACTOR INFORMATION AND QUESTIONNAIRE

PROSPECTIVE CO-CONTRACTOR'S INFORMATION (If applicable, otherwise state "N/A" in Q. 21)

21. Name of Prospective Co-Contractor applying to become Emergency Shelter Care (ESC) Co-Contractor (Use same name indicated on California State Foster Care License), if applicable:

First Name	Middle Name	Last Name
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22. Date of Birth: _____(mm/dd/year)

23. List your California Driver's License (CDL) Number: _____

24. If no CDL, list your California DMV Identification Number: _____

25. Did you attach a copy of your CDL or California DMV Identification Card? Yes No

26. Relationship to Prospective Contractor (licensed foster parent): _____

ALTERNATE ESC SERVICES PROVIDER INFORMATION

27. For emergency purposes, please list the name of your Alternate ESC Services Provider, if applicable:

First Name	Middle Name	Last Name
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28. Does Alternate ESC Services Provider reside in your home? Yes No

Relationship to you, if any _____

29. Alternate ESC Services Provider's CDL or California DMV Identification Number: _____

30. Please attach a copy of your Alternate ESC Services Provider's California Driver's License or California DMV Identification Card.

Do you have a written clearance from the State of California Community Care Licensing for your childcare alternate? Yes No

31. Please attach a copy of a written clearance from Community Care Licensing for your alternate with this application.

OTHER PEOPLE RESIDING IN YOUR HOME

32. Please list all persons who live in your home on a full or part time basis.

A. _____

First Name	Middle Name	Last Name
------------	-------------	-----------

Date of Birth _____ Age _____

Relationship to you, if any _____

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

PROSPECTIVE ESC CONTRACTOR INFORMATION AND QUESTIONNAIRE

B. _____
 First Name _____ Middle Name _____ Last Name _____
 Date of Birth _____ Age _____
 Relationship to you, if any _____

C. _____
 First Name _____ Middle Name _____ Last Name _____
 Date of Birth _____ Age _____
 Relationship to you, if any _____

D. _____
 First Name _____ Middle Name _____ Last Name _____
 Date of Birth _____ Age _____
 Relationship to you, if any _____

E. _____
 First Name _____ Middle Name _____ Last Name _____
 Date of Birth _____ Age _____
 Relationship to you, if any _____

F. _____
 First Name _____ Middle Name _____ Last Name _____
 Date of Birth _____ Age _____
 Relationship to you, if any _____

POPULATION TO BE SERVED

33. How many beds you are licensed for by Community Care Licensing Department? _____

34. How many beds are you interested in providing under the ESC Services Program? _____

35. In which category below are you willing to provide beds for:

	Female	Male	Both
Infant, Ages 0-2			
Child, Ages 3-12			
Teen, Ages 13-17			
Teen mother and infant (one adult bed and one crib)			
Siblings Group, (a minimum of 4 beds) Ages 0-17			

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

PROSPECTIVE ESC CONTRACTOR INFORMATION AND QUESTIONNAIRE

SERVICE HISTORY AND PLAN

36. Describe what childcare plan you have for ESC Services children or youth placed in your home when you are working:

37. Name of day care provider: _____

38. Has a corrective action plan ever been initiated in your home due to substantiated allegation brought against you by Community Care Licensing and/or by DCFS?

Yes No

Please indicate the date and explain the incident: _____

39. Do you have a current or previous ESC Services contract with Los Angeles County?

Yes No

40. If yes, please identify the commencement and termination dates of ESC Services contracts you've entered into with Los Angeles County.

TRANSPORTATION

41. Are you willing to provide roundtrip transportation to medical and/or dental appointments for all children or youth placed in your home? (This includes appointments scheduled prior to the placement at your home and those scheduled after placement has occurred.)

Yes No

42. If "yes" to #41, will you or someone else be driving?

Only myself Myself and someone else Only someone else

43. If "yes" to #41, will you drive your own vehicle or someone else's vehicle?

Only my vehicle Mine and someone else's vehicle Only someone else's vehicle

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

PROSPECTIVE ESC CONTRACTOR INFORMATION AND QUESTIONNAIRE

44. If your own vehicle, who is (are) the legal owner(s), including yourself (first, middle, and last name)?

Name: _____

Name: _____

45. Please provide the license plate number, make, model, and year of the vehicles that will be used to transport foster children and youth.

License Plate Number _____ Make _____

Model _____ Year _____

License Plate Number _____ Make _____

Model _____ Year _____

License Plate Number _____ Make _____

Model _____ Year _____

46. If someone else will be driving, provide that person's information and attach a copy of their California Driver's License:

(1) Name: _____

Address: _____

Telephone: _____

CDL Number/Expiration Date: _____

Auto Insurance Provider: _____

Policy Number: _____ Expiration Date: _____

(2) Name: _____

Address: _____

Telephone: _____

CDL Number/Expiration Date: _____

Auto Insurance Provider: _____

Policy Number: _____ Expiration Date: _____

**COUNTY OF LOS ANGELES
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PROSPECTIVE ESC CONTRACTOR INFORMATION AND QUESTIONNAIRE

47. Please attach copies of proof of automobile insurance policies for licensed drivers residing in your home or whom you may depend on to provide transportation to ESC children.

FOR OFFICE USE ONLY: Number of beds approved by the DCFS Child Welfare Services Case Management System (CWS/CMS): [1] [2] [3] [4] [5] [6]
Approved by:

CERTIFICATION OF "NO CONFLICT OF INTEREST"

The Los Angeles County Administrative Code, Paragraph 2.180.010, provides as follows:

"CONTRACTS PROHIBITED"

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposal or proposal submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such a contract:

- 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- 2. Profit-making firms or businesses in which employees described in Subsection 1 serve as officers, principals, partners, or major shareholders;
- 3. Persons who, within the immediately preceding twelve months, came within the provisions of Subsection 1 and who
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract, or
 - b. Participated in any way in developing the contract or its service specifications; and
- 4. Profit-making firms or businesses in which the former employees described in Subsection 3 serve as officers, partners, or major shareholders."

Prospective Contractor hereby declares and certifies that no employee, nor any other person acting on Prospective Contractor's behalf, who prepared and/or participated in the preparation of this proposal, is within the purview of County Code Section 2.180.010 as above defined.

Prospective Contractor's Name: _____

Prospective Contractor's Official's Title: _____

Prospective Contractor's Official's Signature: _____

Date: _____

PROSPECTIVE CONTRACTOR RECENT CONTRACT HISTORY

List all public entities for which the CONTRACTOR has provided service within the last five (5) years. All County contracts must be listed. Use additional sheets if necessary.

1.	Name of Firm	Address of Firm	Contact Person	Telephone Number ()	Fax Number ()
	Name or Contract No.	Type of Service	Term of Contract	Dollar Amount	
2.	Name of Firm	Address of Firm	Contact Person	Telephone Number ()	Fax Number ()
	Name or Contract No.	Type of Service	Term of Contract	Dollar Amount	
3.	Name of Firm	Address of Firm	Contact Person	Telephone Number ()	Fax Number ()
	Name or Contract No.	Type of Service	Term of Contract	Dollar Amount	
4.	Name of Firm	Address of Firm	Contact Person	Telephone Number ()	Fax Number ()
	Name or Contract No.	Type of Service	Term of Contract	Dollar Amount	
5.	Name of Firm	Address of Firm	Contact Person	Telephone Number ()	Fax Number ()
	Name or Contract No.	Type of Service	Term of Contract	Dollar Amount	

EMERGENCY SHELTER CARE SERVICES CONTRACTOR’S CERTIFICATION

Emergency Shelter Care Services Contractor

I, _____,
 First Name Middle Name Last Name

certify, under penalty of perjury, under the laws of the United States of America and the State of California, that if I am chosen as an Emergency Shelter Care Services Contractor, I will not have, house or otherwise accept Emergency Shelter Care Services placements at the same time any AFDC-FC Medically Fragile (F rate) foster children are placed in my home.

I, _____,
 First Name Middle Name Last Name

certify, under penalty of perjury, under the laws of the United States of America and the State of California, that if I am chosen as an Emergency Shelter Care Services Contractor, I will not operate a child day care business in my home within the same physical structure or on the same property where ESC services are to be provided while I am an Emergency Shelter Care Services Contractor.

 Legal Name of Prospective Contractor Signature of Prospective Contractor Date

Emergency Shelter Care Service Co-Contractor (if applicable)

I, _____,
 First Name Middle Name Last Name

certify, under penalty of perjury, under the laws of the United States of America and the State of California, that if I am chosen as an Emergency Shelter Care Services Co-Contractor, I will not have, house or otherwise accept Emergency Shelter Care Services placements at the same time any AFDC-FC Medically Fragile (F rate) foster children are placed in my home.

I, _____,
 First Name Middle Name Last Name

I certify, under penalty of perjury, under the laws of the United States of America and the State of California, that if I am chosen as an Emergency Shelter Care Services Co-Contractor, I will not operate a child day care business in my home within the same physical structure or on the same property where ESC services are to be provided while I am an Emergency Shelter Care Services Co-Contractor.

Legal Name of Prospective Co-Contractor Signature of Prospective Co-Contractor Date

ESC SERVICES PROSPECTIVE CONTRACTOR'S CERTIFICATION

_____ (License Foster Parent's Name) hereby certifies that the information submitted by QUALIFIER named above in response to Los Angeles COUNTY's Request for Statement of Qualification (RFSQ) for Emergency Shelter Care Services for the Department of Children and Family Services is true to the best of Qualifier's information and belief.

Print Name and Title of License Foster Parent responsible for submission of the SOQ to the COUNTY

Authorized Signature License Foster Parent's Name responsible for submission of the SOQ to the COUNTY

INVOLVEMENT IN LITIGATION, LABOR VIOLATIONS, AND/OR CONTRACT COMPLIANCE DIFFICULTIES

Check YES or NO on the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the potential impact on the program if funded. As part of the project selection process, the County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to reject all or part of the Statement of Qualifications, if false or incorrect information is submitted by the prospective contractor.

	YES	NO
1. Is the agency currently, or within the past seven years, involved in litigation?	___	___
2. Is the director currently, or within the past seven years, involved in litigation related to the administration and operation of a program or organization?	___	___
3. Are any agency staff members unable to be bonded?	___	___
4. Have there been unfavorable rulings by any funding source against the agency for improper action or contract compliance deficiencies?	___	___
5. Has the agency or agency director ever had public or foundation funds withheld?	___	___
6. Has the agency or agency director refused to participate in any fiscal audit or review requested by a government agency or funding source?	___	___
7. Has the agency had any labor violations claim filed against it within the past five (5) years?	___	___

EXPLANATION (Use separate pages)

 PROSPECTIVE CONTRACTOR'S SIGNATURE

 DATE

 PROSPECTIVE CO-CONTRACTOR'S SIGNATURE (If applicable)

 DATE

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a federal contract, grant, loan or cooperative agreement the undersigned shall complete and submit Standard Form ILL, "Disclosure Form to Request Lobbying" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROPOSER'S/OFFEROR'S NAME

NAME AND TITLE OF SIGNER

SIGNATURE

DATE

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

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.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. 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/Latino	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	Dis-advantage	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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**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 #: _____

**OFFER TO PERFORM AND
ACCEPTANCE OF TERMS AND CONDITIONS**

_____ (Licensed Foster Parent's Legal Name)
hereby offers to perform the services, the scope of which is set forth in the above-identified Request for Statement of Qualifications for Los Angeles County under all the terms and conditions specified in the Contract included therein and agrees that this offer shall remain irrevocable up to and including 270 days following the RFSQ submission due date stated in the RFSQ, Part A.

PROSPECTIVE CONTRACTOR:

Print Name and Title of Licensed Foster Parent responsible for submission of the Statement of Qualifications to the County.

Authorized Signature of Licensed Foster Parent responsible for submission of the Statement of Qualifications to the County.

Date

PROSPECTIVE CO-CONTRACTOR (if applicable):

Print Name Licensed Foster Parent responsible for submission of the Statement of Qualifications to the County.

Authorized Signature of Licensed Foster Parent responsible for submission of the Statement of Qualifications to the County.

Date

**EMERGENCY SHELTER CARE SERVICES
CAPACITY AGREEMENT**

Contractor's Name: _____

Contractor's Foster Family Home License Number: _____

Contractor's Vendor Number: _____

Address: _____

City, State and Zip Code: _____

Telephone Number(s): _____

Back-up/ alternate Telephone Number(s): _____

Licensed Capacity (Number of Beds): _____

DCFS Approved Capacity (Number of Beds): _____

EMERGENCY SHELTER CARE SERVICES CAPACITY:

CONTRACTOR agrees to provide Emergency Shelter Care Services Capacity as follows:

(The maximum total number of beds a CONTRACTOR can provide is six.)

Number of Cribs _____ for Infants, ages 0-2 Male _____ Female _____

Number of Beds _____ for Children, ages 3-12 Male _____ Female _____

Number of Beds _____ for Teen, ages 13-17 Male _____ Female _____

Number of Beds _____ for Teen moms & Number of Cribs _____ for Teen moms' infant
(A separate crib is required for each infant)

Number of Beds _____ for sibling group, ages 0-17 (A minimum of four beds must be available for sibling groups with a maximum of two children per bedroom)

I/we choose to participate in the 35% fluctuation option. _____ YES _____ NO

Contractor's Signature _____ Date _____

Co-Contractor's Signature _____ Date _____
(if applicable)

NOTE: Fluctuating bed capacity service option is available to ESC CONTRACTOR's interested in providing additional bed(s) or set of beds (bed and crib) on a fluctuating basis. The option is voluntary and requires selected ESC contractors to provide this service at Maximum Annual Contract Sum of up to 35% within a given annual contract period. Contractors who choose to participate in the 35% fluctuation service option shall only be authorized if all three conditions are met: (1) bed is available, (2) licensing requirements are met, and (3) utilization does not exceed 35% fluctuation rate. The fluctuation bed capacity of up to 35% is solely based on monthly rate increments.

PRICING SCHEDULE – EMERGENCY SHELTER CARE SERVICES BED AVAILABILITY RATES

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above-identified Contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments, and Contract.

Bed Placement Category	Monthly Rate Per Available Bed	Category A	Category B	Total Number of Beds Available per Month ¹ <small>(Category A + Category B)</small>
		Minimum Service Capacity of Available Beds <small>(Infant Crib Counts as a Bed)</small>	Number of Available Fluctuating Beds ²	
Infant, Ages 0-2	\$300			
Child, Ages 3-12	\$300			
Teen, Ages 13-17*	\$400			
Sibling Group, Ages 0-17* (4-bed minimum)	\$400			
Teen Mom and her Infant ³	\$600			

CONTRACTOR's Signature

CO-CONTRACTOR's Signature (if applicable)

¹ The total number of beds cannot exceed the bed capacity per your Foster Family Home license and Title 22 Regulations.
² Utilization of fluctuating bed(s) cannot exceed 35% of minimum service capacity in any contract period. Usage of fluctuating bed(s) will be authorized if all three conditions are met: bed is available, meets licensing requirements, and utilization does not exceed 35% fluctuation rate
³ Rate includes one bed for the mother and a separate crib for the infant, in the same room.
* Effective January 1, 2012 youth 18 years to age 21 may be placed with an ESC Contractor if they meet the requirements of AB 12 (Chapter 559, Statutes of 2010).

Name

Name

EXHIBIT A-5

LINE ITEM BUDGET

CONTRACTOR/CO-CONTRACTOR: _____

This budget shall contain CONTRACTOR's proposed monthly expenses to provide Emergency Shelter Care Services based on the number of available ESC Services beds, and the category of these available beds that CONTRACTOR has entered into agreement with COUNTY.

INCOME:

Estimated Total Monthly ESC Contract Revenue: _____

EXPENSES:

Automobile Insurance: _____

Homeowners Liability Insurance: _____

Renters Liability Insurance: _____

Mortgage/Rent: _____

Telephone/Communication: _____

Utility: _____

Food: _____

One-days clothing: _____

Laundry items for ESC Services beds: _____

Linen for ESC beds: _____

Other items for availability of ESC Services beds

List: _____:

_____:

Total Monthly Expenses: _____

Income Over Expenses: _____

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No

2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No

3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No

4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (LAC/CBE) PROGRAM

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposers/contractors must have this form on file with the Department of Children and Family Services (DCFS) to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. Non-profit firms are exempt from completing this form – indicate the type of business structure as “Non-profit Organization” and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE: _____
(Corporation, Limited Liability Company, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): No employees _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.).

Please break down the above total number of employees into the following categories:

	OWNERS/P PARTNERS/ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latino			
Asian American			
American Indian/Alaskan Native			
<i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i>			

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

	Black/African American	Hispanic/Latino	Asian American	American Indian/ Alaskan Native	White
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification).

Agency _____	M	W	D	DV	Expiration Date _____
Agency _____	___	___	___	___	Expiration Date _____
Agency _____	___	___	___	___	Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. 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 acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates the above, shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm

Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Date

CONTRACTOR’S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(PRINT NAME OF EMERGENCY SHELTER CARE CONTRACTOR)

(hereinafter referred to as “Emergency Shelter Care (ESC) Services Contractor”) has entered into a contract with the County of Los Angeles Department of Children and Family Services (hereinafter referred to as “COUNTY”) to provide Emergency Shelter Care Services. ESC Contractor is required to protect the confidentiality of all COUNTY records.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this Contract.

CONFIDENTIALITY AGREEMENT

As an ESC Contractor may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY. The COUNTY has the legal obligation to protect all confidential data, especially data concerning welfare recipient records and must ensure that ESC Contractor will protect the confidentiality of all such data. Consequently, ESC Contractor must sign this confidentiality agreement as a condition of its agreement with the COUNTY. ESC Contractor should read this confidentiality agreement and take due time to consider it prior to signing.

I, _____,
(NAME OF ESC CONTRACTOR)

hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant my contract with the COUNTY.

I agree to immediately forward all requests for the release of information received by me to the COUNTY Emergency Shelter Care Unit.

I agree to report any and all violations of the above by any other person and/or myself to COUNTY Emergency Shelter Care Unit.

I acknowledge that violation of this confidentiality agreement may subject me to civil and/or criminal action and that the COUNTY will seek all possible legal redress.

ESC Contractor’s Signature: _____

ESC Contractor’s Name: _____

Date: _____

CONTRACTOR’S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(PRINT NAME OF EMERGENCY SHELTER CARE SERVICES CO-CONTRACTOR)

(hereinafter referred to as “Emergency Shelter Care (ESC) Services Co-Contractor”) has entered into a contract with the County of Los Angeles Department of Children and Family Services (hereinafter referred to as “COUNTY”) to provide Emergency Shelter Care Services. ESC Services Co-Contractor is required to protect the confidentiality of all COUNTY records.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this Contract.

CONFIDENTIALITY AGREEMENT

As an ESC Co-Contractor may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY. The COUNTY has the legal obligation to protect all confidential data, especially data concerning welfare recipient records and must ensure that ESC Co-Contractor will protect the confidentiality of all such data. Consequently, ESC Co-Contractor must sign this confidentiality agreement as a condition of its agreement with the COUNTY. ESC Co-Contractor should read this confidentiality agreement and take due time to consider it prior to signing.

I, _____,
(NAME OF ESC SERVICES CO-PROVIDER)

hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant my contract with the COUNTY.

I agree to immediately forward all requests for the release of information received by me to the COUNTY Emergency Shelter Care Unit.

I agree to report any and all violations of the above by any other person and/or myself to COUNTY Emergency Shelter Care Unit.

I acknowledge that violation of this confidentiality agreement may subject me to civil and/or criminal action and that the COUNTY will seek all possible legal redress.

ESC Co-Contractor’s Signature: _____

Print ESC Contractor’s Name: _____

Date: _____

CONTRACTOR’S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(PRINT NAME OF ALTERNATE EMERGENCY SHELTER CARE PROVIDER)

(hereinafter referred to as “Alternate Emergency Shelter Care (ESC) Services Provider”) has entered into a contract with the County of Los Angeles Department of Children and Family Services (hereinafter referred to as “COUNTY”) to provide Emergency Shelter Care Services. Alternate ESC Services Provider is required to protect the confidentiality of all COUNTY records.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this Contract.

CONFIDENTIALITY AGREEMENT

As an Alternate ESC Services Provider may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY. The COUNTY has the legal obligation to protect all confidential data, especially data concerning welfare recipient records and must ensure that Alternate ESC Services Provider will protect the confidentiality of all such data. Consequently, Alternate ESC Services Provider must sign this confidentiality agreement as a condition of its agreement with the COUNTY. Alternate ESC Services Provider should read this confidentiality agreement and take due time to consider it prior to signing.

I, _____,
(NAME OF ALTERNATE ESC SERVICES PROVIDER)

hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant my contract with the COUNTY.

I agree to immediately forward all requests for the release of information received by me to the COUNTY Emergency Shelter Care Unit.

I agree to report any and all violations of the above by any other person and/or myself to COUNTY Emergency Shelter Care Unit.

I acknowledge that violation of this confidentiality agreement may subject me to civil and/or criminal action and that the COUNTY will seek all possible legal redress.

Alternate ESC Services Provider’s Signature: _____

Print Alternate ESC Services Provider’s Name: _____

Date: _____

**COUNTY OF LOS ANGELES
“Contractor Employee Jury Service”**

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Form with fields: Company Name, Company Address, City, State, Zip Code, Telephone Number, Solicitation For (Type of Goods or Services)

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- My business does not meet the definition of "contractor," as defined in the Program, because my business has not received an aggregate sum of \$50,000 or more in any 12-month period...
My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

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

OR

Part II - Certification of Compliance

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

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

Form with fields: Print Name, Title, Signature, Date

**ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S ADMINISTRATION:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name (Contractor's 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.

Contractor 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)

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For Emergency Shelter Care Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following **reason:**

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

Print Name:	Title:
Signature:	Date:

Date: _____

PART E – SOQ REVIEW AND SELECTION

1.0 SOQ SUBMISSION, REVIEW AND SELECTION PROCESS

- 1.1 The RFSQ schedule consists of two submission periods (refer to Part C, Section 2.0):
 - A) An Initial SOQ Submission Period (01/06/12 through 01/26/12) and;**
 - B) Subsequent Submission Periods: 10/02/2012 through 01/25/2017**
- 1.2 DCFS' Contracts Administration will log SOQs by date and time received and will review SOQs in the order received by date and time.
- 1.3 The review and evaluation process consists of two phases. The first phase is a pass/fail review of the prospective contractor's responsiveness and responsibility factors listed in their SOQs. The second phase is a pass/fail Home-Visit Evaluation.
 - 1.3.1 SOQs will be reviewed for responsiveness and prospective contractor will be evaluated for responsibility in the order received by date and time (as indicated in paragraph 1.2 above).
 - 1.3.2 Prospective contractors whose SOQs pass the Responsiveness and Responsibility review will be contacted in the order received by date and time (as indicated in paragraph 1.2 above) to schedule a Home-Visit Evaluation.
- 1.4 At any time, an SOQ may be found to be non-responsive and a prospective contractor may be found to be non-responsible, and such SOQs and/or prospective contractors may be disqualified.
 - 1.4.1 Prospective contractors whose SOQs were disqualified may submit a new SOQ anytime during the Subsequent SOQ Submission Period stated in paragraphs 1.1 above.
- 1.5 County Program Manager will recommend prospective contractors for each region whose SOQ has been determined to meet the requirements of this RFSQ, in the order received by date and time, as indicated in paragraphs 1.2 above.
- 1.6 The County Program Manager will only recommend as many prospective contractors as needed to provide service in each region. Prospective contractors who are recommended for a contract award are subject to the Board of Supervisors' approval for execution of a contract.

2.0 DETERMINATION FOR RESPONSIVENESS AND RESPONSIBILITY

2.1 Determination of Proposer Responsiveness

- 2.1.1 Pursuant to the California Department of Social Services (CDSS) Manual, Section 23-601.25, a “Responsive Proposer” means one whose proposal substantially complies with all requirements of this RFSQ.
- 2.1.2 County will review and evaluate each SOQ to determine if the Proposer meets the Minimum Requirements. Proposers who do not meet the Minimum Requirements may be disqualified and their SOQs eliminated from any further consideration.
- 2.1.3 County will evaluate each SOQ submitted to determine if the Proposer complies with the RFSQ format and submission requirements set forth in Part C of the RFSQ. The County, at its sole discretion, may accept SOQs that substantially comply with the requirements in PART C of the RFSQ.

2.2 Determination of Proposer Responsibility

- 2.2.1 Section 23-601.24 of the California Department of Social Services (CDSS) Manual Pursuant to the CDSS Manual, 23-601.24; a “Responsible Proposer” means one who: 1) Possesses adequate financial resources, or the ability to obtain such resources as required during performance of the contract; 2) Has the ability to comply with the proposed delivery or performance schedule taking into consideration available expertise and any existing business commitments; 3) Has no record of unsatisfactory performance, lack of integrity or poor business ethics, and 4) Is otherwise qualified and eligible to receive an award under applicable statutes and regulations.
- 2.2.2 Pursuant to Chapter 2.202 of the County Code, a responsible Proposer 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.
 - 2.2.2.1 County may determine whether the Proposer is responsible based on a review of the Proposer’s performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are not the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

2.2.2.2 DCFS will review SOQs, including, but not limited to the following forms and documents:

- Form 3, Recent Contract History, will be checked for service experience and performance history;
- Form 5, Involvement in Litigation, Labor Violations and/or Contract Compliance Difficulties, will be checked for litigation and contract performance history;
- Exhibit A-5, Line Item Budget, will be reviewed for accuracy and appropriateness of expenditures;
- SOQs will be checked for a certificate(s) of insurance for homeowner's or renter's liability at the amounts of coverage specified in the RFSQ;
- SOQs will be checked for a certificate(s) of insurance for automobile liability at the amounts of coverage specified in the RFSQ if the ESC Services Applicant drives and owns an automobile.

2.2.2.3 County will review SOQs and performance records to determine whether a Proposer has record of unsatisfactory performance, lack of integrity or poor business ethics.

2.2.2.4 County will review SOQs and performance records to determine if a Proposer is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

2.2.3 Non-responsible Proposer

County may declare a Proposer to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the Proposer 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 Proposer's quality, fitness or capacity to perform a contract with the County, and 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 omission 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.

2.2.4 Intention to Recommend to the Board of Supervisors

If there is evidence that a Proposer, otherwise qualified under this RFSQ, may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for the Department's recommendation.

2.2.5 Recommendation to the Board of Supervisors

If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

3.0 HOME-VISIT EVALUATION

- 3.1 DCFS will conduct a Home-Visit Evaluation for any ESC Services Applicant whose SOQ passes the Responsiveness and Responsibility Review, in accordance with Part E, Section 2.0.
- 3.2 ESC Service Applicants will be contacted in the order received by date and time (as indicated in paragraph 1.2 above) to schedule a Home-Visit Evaluation.
- 3.3 A ESC Services Applicant's SOQ may be disqualified if the ESC Services Applicant is unavailable to schedule the "Home-Visit Evaluation" or fails to keep the scheduled appointment.
- 3.4 Areas evaluated during the Home-Visit Evaluation include, but may not be limited to the following:
 - Children currently in the home;
 - Space allocation;
 - Knowledge of/ability to comply with, Foster Care Licensing standards policies;
 - Ability to maintain/supervise child records;
 - Ability to direct the work of others;
 - Safety (car seats, toxics/meds secure, smoke detectors, pool safety, etc.); and
 - Review of home safety standards.

4.0 PROTEST REVIEW PROCESS

4.1 Any actual or prospective ESC Services Applicant may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the ESC Services Applicant challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on an ESC Services Applicant protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements (Refer to Part E, Section 5.0)
- Review of a Disqualified SOQ (Refer to Part E, Section 6.0)

5.0 SOLICITATION REQUIREMENTS REVIEW

A person or entity may seek a Solicitation Requirements Review by submitting Part F, "Transmittal Form to Request a Solicitation Requirements Review" along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

5.1 The request for a Solicitation Requirements Review is received by the department by the end of the 10th business day from the release date of the RFSQ or by December 16, 2011, which ever is later.

5.2 The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.

5.3 The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

5.4 The request for a Solicitation Requirements Review asserts either that:

5.4.1 Application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the ESC Services Applicant; or,

- 5.4.2 Due to unclear instructions, the process may result in the County not receiving the best possible responses from the ESC Services Applicants.
- 5.5 The Solicitation Requirements Review shall be completed and the department's determination shall be provided to the ESC Services Applicant, in writing, within a reasonable time prior to the proposal due date.

All Requests for Review should be submitted to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Beatriz Meza, Contract Analyst

6.0 DISQUALIFICATION REVIEW

- 6.1 A SOQ may be disqualified from consideration because the County determined it was a non-responsive SOQ. If the County determines that a SOQ is disqualified due to non-responsiveness, the County shall notify the ESC Services Applicant in writing.
- 6.2 Upon receipt of the written determination of non-responsiveness, the ESC Services Applicant may submit Part F, "Transmittal Form to Request a Disqualification Review" by the date specified. Requests for a Disqualification Review not timely submitted will be denied.
- 6.3 A Disqualification Review shall only be granted under the following circumstances:
1. The firm/person requesting a Disqualification Review is an ESC Services Applicant; in writing.
 2. The request for a Disqualification Review is submitted timely; and,
 3. The request for a Disqualification Review asserts that the department's determination of disqualification due to ESC Services Applicant's non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.
- 6.4 The Disqualification Review shall be completed and the determination shall be provided to the ESC Services Applicant, in writing, prior to the conclusion of the review process.

7.0 NOTIFICATION OF TENTATIVE SELECTION

- 7.1 All prospective contractors will be notified in writing of the final selection.
- 7.2 Prospective contractors whose SOQ pass all three phases shall be prepared to enter into a contract with the County, which shall be substantially the same as the Sample Contract, Statement of Work, Exhibits, and Attachments included in the RFSQ.
- 7.3 Notwithstanding the above, County reserves the right to change final terms and conditions, deemed to be in the best interest of the County, that do not affect the basis of the contract award.
- 7.4 The Department will then recommend the contract award to the Board of Supervisors for its consideration and approval.
- 7.5 Any recommendation to award a contract shall in no manner bind the Board of Supervisors to award a contract to the prospective contractor(s), which by law must exercise its judgment and discretion concerning the selection of SOQs and the terms of any resultant Contract.

8.0 FORMAL APPROVAL OF CONTRACT

- 8.1 Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a SOQ(s) and the terms of any resultant contract, and to determine which SOQ(s) best serve(s) the interests of the County.
- 8.2 The Board of Supervisors is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract that has been recommended by the department.
- 8.3 Acceptance of an SOQ or recommendation of contract award does not constitute formation of a contract. A contract can be created only by formal approval by the Board of Supervisors and executed according to law.

9.0 SELECTION PROCESS DISCLAIMER

- 9.1 The County reserves the sole right to judge the contents of the SOQs submitted pursuant to this RFSQ and to review, evaluate, and select the successful Prospective Contractor.
- 9.2 County reserves the right to waive, at its sole discretion, any inconsequential disparity or disparities in a submitted SOQ.

- 9.3 The failure of a prospective contractor to promptly supply information in connection with the selection process may be grounds for disqualification at the County's sole discretion.

County of Los Angeles
Department of Children and Family Services

**PROTEST POLICY TRANSMITTAL FORMS
EMERGENCY SHELTER CARE SERVICES**

**TRANSMITTAL FORM TO REQUEST A RFSQ
SOLICITATION REQUIREMENTS REVIEW**

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Vendor (Prospective ESC Contractor) Name:	Date of Request:
Solicitation Title:	Solicitation No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

TRANSMITTAL FORM TO REQUEST A DISQUALIFICATION REVIEW

A Request for a Disqualification Review must be received by the County by the date specified in the Non-Responsive Letter

Vendor (Prospective ESC Contractor) Name:	Date of Request:
Solicitation Title:	Solicitation No.

As stated in the Disqualification Letter, I am requesting a Disqualification Review. I understand that this request must be received by the County by the **date specified in the Non-Responsive Letter**.

I have attached my detailed letter and all necessary documentation in response to each non-responsive issue that was stated in the Disqualification Letter.

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Request Due: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

SAMPLE CONTRACT

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

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SAMPLE CONTRACT

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EXHIBITS (TO BE IN FINAL CONTRACT)

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- Exhibit A-1: County's Performance Requirements Summary
- Exhibit A-2: Performance Requirements Summary
- Exhibit A-3: Emergency Shelter Care Services Capacity Agreement
- Exhibit A-4: Pricing Schedule
- Exhibit A-5: Line Item Budget
- Exhibit A-6: Contractor's Invoice

SAMPLE CONTRACT

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Exhibit G	Los Angeles County Sections 2.203.010 – 2.203.090 and County of Los Angeles Contractor Employee Jury Service Program Application for exception and Certification Form
Exhibit H	Safely Surrendered Baby Law Fact Sheet
Exhibit I	CONTRACTOR's Administration
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SAMPLE CONTRACT

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 _____ 2011____ by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

_____ hereinafter referred to as "CONTRACTOR."

RECITALS

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:

SAMPLE CONTRACT

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 B, C, D, E, F, G, H, I, J, K, L, and M set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence 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-1 and Exhibit B through M, and any 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.

SAMPLE CONTRACT

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

SAMPLE CONTRACT

2.0 TERM

- 2.1 The term of this Contract shall commence on October 1, 2012 or the date of execution by the Director of Children and Family Services, whichever is later, and shall expire on September 30, 2013, 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 four (4) additional one-year periods, for a maximum total Contract term of five 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.
- 2.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 30 days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond September 30, 2017, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

3.0 CONTRACT SUM

- 3.1 The Maximum Contract Sum for this contract is \$_____ (XXXXXXX). The Maximum Annual Contract Sum for the initial contract period of October 1, 2012 through September 30, 2012 is \$XXXXXX and for each of the four one-year extension options, if exercised, as provided in Section 2.2, is \$XXXXXX.
- 3.1.1 COUNTY and CONTRACTOR AGREE that CONTRACTOR shall not exceed the Maximum Contract Sum in any case whatsoever, nor any Maximum Annual Contract Sum, except as provided under the 35% fluctuation option defined in Exhibits A-3 and A-4 of this contract, in which case the CONTRACTOR shall not exceed a total

SAMPLE CONTRACT

of 135% of the applicable Maximum Annual Contract Sum in effect during the period(s) the CONTRACTOR participates in the fluctuation option.

- 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, Emergency Shelter Care Services Capacity Agreement, pursuant to Exhibit A-4, Pricing Schedule, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Unique Terms and Conditions, Section 5.0, Invoices and Payments, of this Contract.
- 3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 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 Exhibit J, County's Administration.
- 3.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit A-5, 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.

SAMPLE CONTRACT

- 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.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

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

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

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

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

SAMPLE CONTRACT

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

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

Certificates and copies of required endorsement shall be sent to:

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

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

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

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

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CONTRACTOR's payment of all deductibles, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

4.1.10 Application of Excess Liability Coverage: CONTRACTOR'S may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

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

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

4.2 Insurance Coverage Requirements

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

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

5.0 INVOICES AND PAYMENTS

5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the rate of compensation specified

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in the Exhibit A-4, Pricing Schedule, as supported by Exhibit A-5, Line Item Budget. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.

- 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 – Contract Accounting Section, and one copy to the COUNTY Program Manager for review and approval, as follows:

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

And a duplicate copy of the invoices to:

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

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- 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 report, 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 and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation,

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COUNTY policies concerning information technology security and the protection of confidential records and information.

- 6.2 CONTRACTOR shall inform all of its officers, employees, agents and sub-contractors providing services here under of the confidentiality provisions, of this contract.
- 6.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit D-1, "Contractor Acknowledgement and Confidentiality Agreement."
- 6.4 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 6.5 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 6.6 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 ESC Children's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the child, shall be shared with CONTRACTOR pursuant to the DCFS policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review an ESC Child's case records, interview an ESC Child for research or media purposes, or photograph or videotape a ESC Child, must obtain written approval in

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accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by State and federal laws and COUNTY policies regarding the ESC Child's confidentiality.

7.1.1 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.

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, 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;

8.4.2 In addition to the amount described in Sub-Section 8.4.1, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

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

8.5 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

9.0 SUBCONTRACTING

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

10.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE

10.1 This Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest, as it is no longer able to or willing to continue providing services under this Contract. Written notice of termination of this Contract should be delivered to COUNTY pursuant to Section 42.0, Notices, specifying the date upon which the termination would be effective. Such termination becomes effective upon DCFS Director's authorization delegated by the Board. The effective date of such termination shall be no less than thirty (30) days after the notice is sent.

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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 I, 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 J, 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 Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

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- 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 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. 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.

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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 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.

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

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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

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, Section 50.0, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

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

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11.0 COMPLAINTS

- 11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.
- 11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
 - 11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
 - 11.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.
 - 11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 11.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any

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construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

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

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

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

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

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be

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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, 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 G, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

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

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

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

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

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

15.0 CONDUCT OF PROGRAM

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

16.0 CONFLICT OF INTEREST

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

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attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

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

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

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

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

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- 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 E, Auditor-Controller Contract Accounting and Administration Handbook.
- 19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 21.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 21.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 21.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

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- 21.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 21.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 21.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall

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be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

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

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

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

23.0 CONTRACTOR'S 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.

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24.0 COUNTY'S QUALITY ASSURANCE PLAN

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

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

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

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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

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

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;

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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 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:

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County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Youth Development 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.

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

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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.
- 33.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D-2, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-3, CONTRACTOR's Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

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.
- 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:
- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency

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within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

- (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

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 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 Exhibit B, Contractor's Equal Employment Opportunity (EEO) Certification.

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- 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 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.

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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 (1) 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.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

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 I, CONTRACTOR's Administration and Exhibit J, COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

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

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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 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 42.3. 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:

SAMPLE CONTRACT

- 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 security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 43.8 The provisions of Sub-sections 43.5, 43.6, and 43.7 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, Section 46.0, 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,"

SAMPLE CONTRACT

“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 consent of the County’s Project Director. 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 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

SAMPLE CONTRACT

maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

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

SAMPLE 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 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.

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 H, of this Contract and is also available on the Internet at 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

SAMPLE CONTRACT

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 46.5 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 50.1 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:

50.1.1 CONTRACTOR has materially breached this Contract;

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

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

- 50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 50.1, 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.

- 50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and

SAMPLE CONTRACT

Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 50.4 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 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 51.0, Termination for Convenience.
- 50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 50.1, 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 53.2, 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.
- 50.5.1 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, Section 32.0, Indemnification.
- 50.6 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.

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51.0 TERMINATION FOR CONVENIENCE

- 51.1 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.
- 51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 46.0, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

- 52.1 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.
- 52.2 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.
- 52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

SAMPLE CONTRACT

53.0 TERMINATION FOR INSOLVENCY

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

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

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

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

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

53.2 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.

54.0 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.

55.0 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.

SAMPLE CONTRACT

56.0 USE OF FUNDS

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

57.0 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.

58.0 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.

59.0 WARRANTY AGAINST CONTINGENT FEES

59.1 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.

59.2 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.

60.0 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.

SAMPLE CONTRACT

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Philip L. Browning, Interim Director
Department of Children and Family Services

CONTRACTOR

By _____

Name _____

Title Licensed Foster Parent

By _____

Name _____

Title Co-Licensed Foster Parent

Social Security Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
ANDREA SHERIDAN ORDIN, COUNTY COUNSEL

BY _____
David R. Beaudet, Senior Deputy County Counsel

PART H

County of Los Angeles
Department of Children and Family Services

**EXHIBIT A
STATEMENT OF WORK**

EMERGENCY SHELTER CARE SERVICES

**EMERGENCY SHELTER CARE SERVICES
STATEMENT OF WORK
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STATEMENT OF WORK

PREAMBLE

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

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

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

PART A: PROGRAM DESCRIPTION

1.0 OVERVIEW

- 1.1 The County of Los Angeles Emergency Shelter Care (ESC) program promotes temporary emergency shelter to children under the jurisdiction of DCFS. The program serves children, 0-17 years old. There are five bed placement categories in the contract: infant (0-2 years old), child (3-12 years old), teen (13-17 years old), teen mom (13-17 years old) and her infant (0-2 years old) and sibling group (0-17 years old). The CONTRACTOR provides services to ESC Children up to 14 days or less.
- 1.2 The proposed contract includes a provision to add a temporary increase of services up to 35% of the Maximum Annual Contract Sum. Upon the County's request, contractors who choose to participate in the 35% fluctuation option shall provide one additional bed or one additional set of bed and crib, so long as the contractor meets the following conditions: (1) bed is available, (2) meets licensing requirements, and (3) utilization does not exceed 35% fluctuation rate.
- 1.3 CONTRACTOR shall maintain the agreed number of beds unoccupied for the selected bed placement category listed in Exhibit A-3, ESC Services Capacity Agreement, on a 24-hour, 7 days a week basis. CONTRACTOR shall provide a safe and caring temporary placement.
- 1.4 CONTRACTOR shall reserve a bed for each ESC Child, to keep them safe and comfortable. Once the ESC Child is in the CONTRACTOR'S home, the CONTRACTOR will provide for the ESC Child's basic needs.
- 1.5 CONTRACTOR shall adhere to providing services described in Exhibit A-12, Foster Youth Bill of Rights.

2.0 DCFS PRIORITIES FOR ESC CHILDREN

- 2.1 DCFS has established the following priorities for the children in its care:
 - (1) Safety, (2) Permanency, and (3) Well-Being/Self-Sufficiency.
 - 2.1.1 The ESC program is a time-limited placement of up to 14 days therefore the Permanency factor is not measured.
- 2.2 **Safety:** Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwillingness or inability to meet the Child's needs). The Performance Measure Summary and services tasks addressing this priority are found in Part D Sub-section 9.9 of this Statement of Work (SOW).
- 2.3 **Well-Being/Self-Sufficiency:** This priority in the SOW refers to the overall well-being of foster children including, but not limited to, education opportunities, opportunities for psychological and social growth, as well as a number of other items especially relevant to foster children. The Performance Requirements Summary and service tasks addressing this priority are found in Part D, Section 9.0 Scope of Work, Sub-section 9.10 of this SOW.

3.0 DEFINITIONS

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

- 3.1 **Children's Social Worker (CSW)** – means an employee of the Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.
- 3.2 **CONTRACTOR** – means the State Licensed Foster parent who has fully passed all DCFS requirements to meet the need of the ESC children placed in their home.
- 3.3 **Corrective Action Plan (CAP)** – means a written commitment by CONTRACTOR to remedy its performance deficiencies under the Contract.
- 3.4 **Designee** – means staff from the Emergency Shelter Care Program who acts on behalf of the County Program Manager, on their absence.
- 3.5 **Do Not Refer** – means the suspension of new DCFS placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize the safety and well being of the ESC Child and there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of the Contract for which the CONTRACTOR fails to take corrective action (when appropriate).
- 3.6 **Do Not Use Status** – means all ESC Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. DO-Not-Use Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize the safety and well-being of ESC Child and there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is a serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Contract for which the CONTRACTOR fails to take corrective action (when appropriate).
- 3.7 **Emergency Shelter Care (ESC) Program** – means temporary, time limited of up to 14 days for placement of children who are seeking immediate temporary placement.
- 3.8 **ESC Child or ESC Children** – means is any infant, child, teen, teen mother and her infant, or sibling group, ages 0-17 placed by the COUNTY and receiving services from the CONTRACTOR pursuant to this Contract.
- 3.9 **Investigative Hold** – means a temporary suspension of referrals of children to CONTRACTOR by placing the CONTRACTOR on an Investigative Hold at any

time during an investigation. An Investigative Hold Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is a serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Agreement for which the CONTRACTOR fails to take corrective action (when appropriate).

- 3.10 **Off-Call** – means a request from the CONTRACTOR to take some time off due to personal reasons and no children will be placed in the CONTRACTOR’s home. CONTRACTOR shall not receive any monetary compensation for the days that the CONTRACTOR has requested the time.

- 3.11 **Fluctuating Bed Capacity** – means an increase of available beds provided by the CONTRACTOR for ESC Services, that does not exceed 35% of the initial number of contracted beds. Increase may change on a monthly basis. Fluctuation may occur monthly and will not exceed one additional bed. This applies to providers that wish to participate, and shall take effect at the County’s sole discretion according to need.

PART B – TARGET POPULATION

4.0 CHILDREN AND YOUTH RECEIVING SERVICES

4.1 The target population receiving ESC services are:

4.1.1 Children (infant, child, teen, teen mom and her infant, and sibling group), ages 0-17, who are in need of temporary shelter and are under the care and supervision of DCFS; and

4.1.2 Effective January 1, 2012, youth 18 years to age 21 who meet the requirements of a new State law, AB 12 (Chapter 559, Statutes of 2010).

4.2 A child that is placed in the CONTRACTOR'S residence has multiple unmet needs for stability, continuity, emotional support, nurturing and performance. Many children have had a history of previous Emergency Shelter Care placements. Further, many of these children have a significant history of multiple placement failures, unresolved emotional trauma and behavioral problems, including defiant and delinquent conduct.

PART C – COUNTY’S RESPONSIBILITIES

5.0 COUNTY PROGRAM MANAGER

- 5.1 The COUNTY shall designate a County Program Manager (CPM), who will be responsible for administering this Contract and the daily management of this Contract’s operations, and for the oversight of monitoring activities, compliance with the requirements of the Contract and the delivery of services.
- 5.2 The CPM responsible for daily management of Contract operation is:
- Attention: Jane Garcia, MSW
County Program Manager;
Department of Children and Family Services
Emergency Shelter Care Program
9320 Telstar Avenue, Suite 216
El Monte, CA. 91731
(626) 569-6873
- 5.3 The CPM shall have a designee who acts on behalf of the CPM, on their absence. The CPM and designee are identified in COUNTY’s Administration, Exhibit J of the Contract,
- 5.4 Overall project coordination between the CONTRACTOR and COUNTY shall be through the CPM and the CONTRACTOR.
- 5.5 The CPM shall have full authority to monitor CONTRACTOR’S performance in the day-to-day operation of this Contract and providing technical guidance to ensure the CONTRACTOR meets or exceeds program objectives and requirements.
- 5.6 The CPM shall provide direction to CONTRACTOR in areas relating to DCFS policy, information, and procedural requirements.
- 5.7 The CPM is not authorized to make any changes to the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.
- 5.8 The assigned case carrying CSW, shall contact the CONTRACTOR by the 7th day of the ESC Child’s placement to find out the well-being of the ESC Child.

6.0 MONITORING

- 6.1 The COUNTY shall have the right to monitor, including but not limited to review and audit CONTRACTOR for compliance with this Contract, Statement of Work, and all applicable laws and regulations pertaining to the foster home.

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

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

7.0 REFERRAL TO THE ESC PROGRAM

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

PART D- CONTRACTOR'S RESPONSIBILITIES

8.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 8.1 CONTRACTOR shall have and maintain during the term of this Contract, a valid foster family home license issued by the California Department of Social Services (CDSS), Community Care Licensing Division (CCLD), and shall conform to all applicable licensing regulations and foster care standards established by CDSS, CCLD and DCFS.
- 8.2 CONTRACTOR shall be in good standing with CDSS, CCLD and DCFS and shall not be on "Do Not Refer," "Do Not Use," or "Investigative Hold."
- 8.3 CONTRACTOR shall not house or otherwise accept in his/her home Aid to Families with Dependent Children-Foster Care (AFDC-FC) Medically Fragile "F" Rate category foster children at the same time as AFDC-FC "D" Rate category foster children for any reason.
- 8.3 CONTRACTOR shall provide the CPM with a list of individuals residing in his or her home. If individuals leave or move into the home, the CONTRACTOR shall provide the CPM with an updated list at the end of the business week
- 8.4 CONTRACTOR shall provide the CPM copies of driver's licenses for each individual who may provide transportation to the ESC Children.
- 8.5 CONTRACTOR shall not operate a child daycare business within the same physical structure or on the same property where ESC Services are being provided.
- 8.6 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY.
- 8.7 CONTRACTOR shall immediately notify CPM of any changes in the CONTRACTOR's foster home. Such changes are subject to the approval of the CPM or designated alternate.
- 8.8 CONTRACTOR shall notify CPM in writing at least 30 days in advance to request to terminate the contract using Exhibit A-9, Termination of Emergency Shelter Care Services contract. Failure to do so shall constitute a breach of contract.
- 8.9 CONTRACTOR shall notify CPM in writing at least 14 days in advance to request to be "Off-Call" (due to i.e.: personal, medical, vacation, etc), using Exhibit A-10, "Request for Time Off". Failure to do so shall constitute a breach of contract.

9.0 SCOPE OF WORK

9.1 WELCOMING EMERGENCY SHELTER CARE CHILDREN

- 9.1.1 Once the Contract commences, the CONTRACTOR shall: (1) welcome and accept ESC Children referred by DCFS 24 hours, 7 days a week, including weekends and holidays; and (2) provide ESC Children temporary home with a bed, meals and general care for their protection and comfort.
- 9.1.1.1 CONTRACTOR shall make the number of beds specified in Exhibit A-3, Emergency Shelter Care Services Capacity Agreement, available 24 hours, 7 days a week. CONTRACTOR shall not exceed CONTRACTOR's licensed capacity approved by CCLD and certified by DCFS.
- 9.1.2 During business hours of Monday to Friday 9:00 am to 5:00 p.m., the CPM or designee shall have sole authority and discretion for the assessment of children in determining which children will be placed in the CONTRACTOR's home. After hours, weekends and holidays ERCP, designee shall have authority and discretion for the assessment of children in determining which children will be placed in the CONTRACTOR's home.
- 9.1.3 CONTRACTOR shall accept all DCFS referred ESC Children and shall not refuse any such referrals unless exceptional conditions apply. Exceptional conditions may include, but are not limited to:
- 9.1.3.1 Residency in the CONTRACTOR'S home will endanger the ESC Child, other children in the home, and/or the safety of all ESC Children, children and family in the home;
- 9.1.3.2 Children that have been identified as a Level 14, WIC 601/602, fire setters, or sexual perpetrators shall not be placed in the CONTRACTOR's home.
- 9.1.3.3 CONTRACTOR's home is on official "Do Not refer," "Do Not Use," "Investigative Hold" status, and/or "Off-Call";
- 9.1.3.4 CONTRACTOR is not presented with appropriate documentation (placement packets) at the time of placement of a ESC Child;
- 9.1.3.5 The CONTRACTOR is on leave of absence;
- 9.1.3.6 The CONTRACTOR's ESC Contract has been terminated.
- 9.1.4 DCFS preference is to limit the length of stay of an ESC Child's placement in CONTRACTOR's home to less than 14 days; however, due to court proceedings and other scheduling factors, DCFS may extend the length of stay of an ESC Child beyond the 14-day limit with the consent of the CONTRACTOR.

9.2 FOSTER YOUTH BILL OF RIGHTS AND SUPERVISION

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

9.2.2 CONTRACTOR or an approved alternate, shall, in accordance with Title 22 regulations, supervise ESC Children placed in the home at all times. CONTRACTOR or approved alternate shall monitor and know where the Children are at all times and ensure that no Children are left unattended.

9.3 REMOVAL OF CHILDREN AND YOUTH

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

9.4 CONTRACTOR'S REPORTING PROCEDURES

9.4.1 CONTRACTOR shall immediately report by telephone to CPM or designee any change in licensed capacity within 24 hours of such changes.

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

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

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

9.4.5 CONTRACTOR shall notify CPM or designee on the 7th day of any ESC Child's continuous placement, by telephone at (626) 569-6870 or at (626) 569-6871.

9.4.6 CONTRACTOR shall verbally notify the CSW within four hours when the ESC Child is missing or their whereabouts are not known. If it is during

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

9.5 CONTRACTOR'S COMMUNICATION PROCEDURES

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

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

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

9.7 CONTRACTOR TRAINING REQUIREMENTS

- 9.7.1 CONTRACTOR who intends to accept placement of Basic Rate Children in their home shall attend the required Basic Rate training workshops on a yearly basis as listed below.
 - 9.7.1.1 Basic Rate - Initial 33 Hours (1st year only) then 12 hours per year.
- 9.7.2 CONTRACTOR who intends to accept placement of Basic Rate and D-Rate Children in their home shall attend both the required Basic Rate

training workshops and the required D-Rate training workshops on a yearly basis as listed below.

9.7.2.1 Basic Rate – Initial 33 Hours (1st year only) then 12 hours per year.

9.7.2.2 D-Rate – Initial 16 hours (1st year only) then 18 hours per year.

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

9.7.3.1 Basic Rate – Initial 33 Hours (1st year only) then 12 hours per year.

9.7.3.2 F-Rate – Initial 16 hours (1st year only) then 12 hours per year.

9.8 CONTRACTOR'S COMPENSATION

9.8.1 Bed Availability Rate

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

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

9.8.2 Placement Rate

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

9.9 PERFORMANCE MEASURE SUMMARY & GOALS

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

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

9.10 PERFORMANCE REQUIREMENTS SUMMARY

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

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

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

EXHIBIT A-1: COUNTY'S PERFORMANCE MEASURE SUMMARY & GOALS: SAFETY

PROGRAM: Emergency Shelter Care Services (ESC)

PROGRAM TARGET GROUPS: Children placed in Emergency Shelter Care Services

PROGRAM GOALS AND OUTCOME:

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

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

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

PROGRAM: Emergency Shelter Care Services (ESC)

PROGRAM TARGET GROUPS: Children placed in Emergency Shelter Care Services

PROGRAM GOALS AND OUTCOME:

Well Being/Self-Sufficiency: ESC placed Children shall improve in the areas of education, career planning, health, behavior, social and emotional well-being. <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=hsc&group=01001-02000&file=1520-1526.8>

COUNTY'S OUTCOME INDICATORS	METHOD OF DATA COLLECTION	OUTCOME TARGETS
Improve the level of functioning of ESC Children placed in CONTRACTOR's home.	Bi-annual home evaluations based on Title XXII regulations CWS/CMS ESC Child's Case File	100% of ESC Children are free of substantiated allegations of abuse and neglect by other children, family members and/or CONTRACTOR.

EXHIBIT A-2: PERFORMANCE REQUIREMENTS SUMMARY

Required Services	Performance Standard	Monitoring Method	Remedies for Non-compliance with Performance Standard
CONTRACTOR shall accept all referred ESC Children and make beds available on a 24 hours, seven-days-per-week basis, in accordance with sub-sections 9.1.1 and 9.1.3 of this SOW.	100% Compliance	Monitoring methods shall include, but shall not be limited to, the following:	If CONTRACTOR receives a written notice of its non-compliance with this SOW and/or Contract, CONTRACTOR shall submit to the COUNTY, within 48 hours from receipt of such written notice, a written Corrective Action Plan, which shall contain an explanation of the problem, and a plan for correcting the problem, which is subject to COUNTY approval. Non-compliance with this SOW and/or Contract may result in CONTRACTOR being placed on "Investigative Hold", "Do Not Refer", or "Do Not Use".
CONTRACTOR shall comply with the Foster Youth Bill of Rights (Exhibit A-12), and provide supervision to ESC Children placed in the home at all times, in accordance with 9.2.1 of this SOW.	100% Compliance	Bi-annual home evaluations based on Title XXII regulations by either CPM or designee.	
CONTRACTOR shall supervise and monitor ESC Children placed in the home at all times, in accordance with 9.2.2 of this SOW.	100% Compliance	Notice from CCLD about non-compliance with licensing requirements.	
CONTRACTOR shall comply with DCFS' policies and instructions for the removal of ESC Children, in accordance with 9.3 of this SOW.	100% Compliance	Contract performance monitoring by CPM or designee.	
CONTRACTOR shall comply with the reporting procedures, in accordance with 9.4 of this SOW.	100% Compliance	Reports by the CSW of CONTRACTOR'S non-compliance.	
CONTRACTOR shall comply with the communication procedures, in accordance with 9.5 of this SOW.	100% Compliance	Complaints filed by DCFS Children.	
CONTRACTOR shall comply with the Request for Time Off procedures, in accordance with 9.6 of this SOW.	100% Compliance		
CONTRACTOR shall comply with the training requirements, in accordance with 9.7 of this SOW.	100% Compliance		

Required Services	Performance Standard	Monitoring Method	Remedies for Non-compliance with Performance Standard
CONTRACTOR shall comply with the County's Performance Measure Summary and Goals, in accordance with 9.9 of this SOW.	100% Compliance		
CONTRACTOR shall comply with the Performance Requirement Summary, in accordance with 9.10 of this SOW.	100% Compliance		

**EMERGENCY SHELTER CARE SERVICES
CAPACITY AGREEMENT**

Contractor's Name: _____

Contractor's Foster Family Home License Number: _____

Contractor's Vendor Number: _____

Address: _____

City, State and Zip Code: _____

Telephone Number(s): _____

Back-up/ alternate Telephone Number(s): _____

Licensed Capacity (Number of Beds): _____

DCFS Approved Capacity (Number of Beds): _____

EMERGENCY SHELTER CARE SERVICES CAPACITY:

CONTRACTOR agrees to provide Emergency Shelter Care Services Capacity as follows:
(The maximum total number of beds a CONTRACTOR can provide is six.)

Number of Cribs _____ for Infants, ages 0-2 Male _____ Female _____

Number of Beds _____ for Children, ages 3-12 Male _____ Female _____

Number of Beds _____ for Teen, ages 13-17 Male _____ Female _____

Number of Beds _____ for Teen moms & Number of Cribs _____ for Teen moms' infant
(A separate crib is required for each infant)

Number of Beds _____ for sibling group, ages 0-17 (A minimum of four beds must be available
for sibling groups with a maximum of two children per bedroom)

I/we choose to participate in the 35% fluctuation option. _____ YES _____ NO

Contractor's Signature _____ Date _____

Co-Contractor's Signature _____ Date _____
(if applicable)

NOTE: Fluctuating bed capacity service option is available to ESC CONTRACTOR's interested in providing additional bed(s) or set of beds (bed and crib) on a fluctuating basis. The option is voluntary and requires selected ESC contractors to provide this service at Maximum Annual Contract Sum of up to 35% within a given annual contract period. Contractors who choose to participate in the 35% fluctuation service option shall only be authorized if all three conditions are met: (1) bed is available, (2) licensing requirements are met, and (3) utilization does not exceed 35% fluctuation rate. The fluctuation bed capacity of up to 35% is based on monthly rate increments.

**PRICING SCHEDULE
EMERGENCY SHELTER CARE SERVICES BED AVAILABILITY PLACEMENT RATES**

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above-identified Contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in this Statement of Work, Exhibits, Performance Requirements Summary, Attachments, and Contract.

Bed Placement Category	Monthly Rate Per Available Bed	Category A	Category B	Total Number of Beds Available per Month ¹ (Category A + Category B)
		Minimum Service Capacity of Available Beds <small>(Infant Crib Counts as a Bed)</small>	Number of Available Fluctuating Beds ²	
Infant, Ages 0-2	\$300			
Child, Ages 3-12	\$300			
Teen, Ages 13-17*	\$400			
Sibling Group, Ages 0-17* (4-bed minimum)	\$400			
Teen Mom and her Infant ³	\$600			

CONTRACTOR's Signature

CO-CONTRACTOR's Signature (if applicable)

Name Date

Name Date

¹ The total number of beds cannot exceed the bed capacity per your Foster Family Home license and Title 22 Regulations.
² Utilization of fluctuating bed(s) cannot exceed 35% of minimum service capacity in any contract period. Usage of fluctuating bed(s) will be authorized if all three conditions are met: bed is available, licensing requirements are met, and utilization does not exceed 35% fluctuation rate.
³ Rate includes one bed for the mother and a separate crib for the infant, in the same room.
* Effective January 1, 2012 youth 18 years to age 21 may be placed with an ESC Contractor if they meet the requirements of AB 12 (Chapter 559, Statutes of 2010).

LINE ITEM BUDGET

CONTRACTOR/CO-CONTRACTOR: _____

This budget shall contain CONTRACTOR's proposed monthly expenses to provide Emergency Shelter Care Services based on the number of available ESC Services beds, and the category of these available beds that CONTRACTOR has entered into agreement with COUNTY.

INCOME:

Estimated Total Monthly ESC Contract Revenue: _____

EXPENSES:

Automobile Insurance: _____

Homeowners Liability Insurance: _____

Renters Liability Insurance: _____

Mortgage/Rent: _____

Telephone/Communication: _____

Utility: _____

Food: _____

One-days clothing: _____

Laundry items for ESC Services beds: _____

Linen for ESC beds: _____

Other items for availability of ESC Services beds

List: _____:

_____:

Total Monthly Expenses: _____

Income Over Expenses: _____

**EMERGENCY SHELTER CARE SERVICES
CONTRACTOR'S INVOICE**

Invoice No. _____

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

OUT OF HOME CARE MANAGEMENT DIVISION
EMERGENCY SHELTER CARE PROGRAM
9320 TELSTAR AVENUE, SUITE 216
EL MONTE, CA 91731

Contractor's 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 _____, 20____, these beds were available as follows:

	Age Group	Monthly Rate	Daily Rate	Days Available	Amount
1.	_____	\$ _____	\$ _____	X _____	= \$ _____
2.	_____	\$ _____	\$ _____	X _____	= \$ _____
3.	_____	\$ _____	\$ _____	X _____	= \$ _____
4.	_____	\$ _____	\$ _____	X _____	= \$ _____
5.	_____	\$ _____	\$ _____	X _____	= \$ _____
6.	_____	\$ _____	\$ _____	X _____	= \$ _____

Total \$ _____

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

Signature of Contractor

Signature of Co-Contractor (if applicable)

Date

D. I agree that the total amount in Section B is due to the CONTRACTOR.

ESC Program Manager Signature

ESC Program Manager Name

Date

Division Chief Signature

Division Chief Name

Date

**EMERGENCY SHELTER CARE PROGRAM
REPORTING PROCEDURES**

<i>To report the following listed below:</i>	<i>Contact the corresponding unit below:</i>	<i>At the telephone number listed below:</i>	<i>During the following hours:</i>	<i>On the following days:</i>
1) Placements and Vacancies	Emergency Shelter Care Staff	(626) 569-6871 (626) 569-6870 (626) 569-6868 (626) 569-6873	8:00 a.m. – 5:00 p.m.	Monday through Friday
2) Runaways	Police Personnel	Local Police	24 Hours	Any Day
	Child Protection Hot Line	(800) 540-4000	24 Hours	Any Day
	Social Worker	Regional Office	8:00 a.m. – 5:00 p.m.	Monday through Friday
3) Emergencies	Social Worker	Regional Office	8:00 a.m. – 5:00 p.m.	Monday through Friday
	Child Protection Hot Line	(800) 540-4000	After 5:00 p.m. Monday through Friday, anytime during weekends and holidays	
	Emergency Shelter Care Staff	Cell (626) 243-6107	24 hours, Monday – Friday, Holidays and Weekends.	
4) Stop Budget (Call must be made for each minor that leaves your home)	Foster Care/Adoptions Assistant Hotline	(800) 697-4444	8:00 a.m. – 5:00 p.m.	Monday through Friday

EMERGENCY SHELTER CARE PROGRAM STAFF

Emergency Shelter Care Cell Number: (626) 243-6107

Jane Garcia, MSW County Program Manager..... (626) 569-6873

Maricela Zamora, MSW Program Coordinator..... (626) 569-6871

Manuela Perez, Eligibility Worker..... (626) 569-6868

Alicia Clark, Administrative Assistant I..... (626) 569-6870

**EMERGENCY RESPONSE COMMAND POST
CONTACT NUMBERS**

Maricruz Trevino Division Chief	(213) 765-7422	Monday – Thursday 8:00 a.m. – 6:30 p.m.
Faye Mitchell Assistant Regional Administrator.....	(213) 765-7424	Sunday – Wednesday 2:00 p.m. – 12:30 a.m.
Asaye Tsegga Assistant Regional Administrator	(213) 765-7423	Wednesday – Saturday 2:00 p.m. – 12:30 a.m.
Charlene Robinson Assistant Regional Administrator	(213) 765-7425	Daytime and Graveyard
Timika Mason Troubleshooter	(213) 765-7380	Monday – Thursday 6:00 a.m. – 4:30 p.m.
Bernice Topline Troubleshooter	(213) 765-7379	Monday – Thursday 6:00 a.m. – 4:30 p.m.
Supervisors	(213) 639-4500	All Week
Technical Assistant	(213) 765-7268	All Week

**REVENUE ENHANCEMENT
Payment Hot-Line (800) 697-4444**

TERMINATION OF EMERGENCY SHELTER CARE SERVICES CONTRACT

Date: _____

To: County Program Manager
Emergency Shelter Care Services Program

From: _____
CONTRACTOR (Please print name)

This is my 30 days advance notice of terminating my contract with the Emergency Shelter Care Services Program. Such termination shall be effective 30 days from the date of postmark, or date on which this Notice of Termination is delivered to COUNTY pursuant to Section 41.0, Notices, specifying the date upon which the termination of this Contract becomes effective.

I understand that I shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by me after termination of this contract.

I understand that I would be responsible for the accuracy of final invoices submitted to COUNTY. Any overpayment received by me shall be returned to COUNTY within 14 days of receiving notification of such overpayment from the COUNTY.

CONTRACTOR's Signature

Date

License Number

Co- CONTRACTOR's Signature
(if applicable)

REQUEST FOR TIME OFF

Date: _____

To: County Program Manager
Emergency Shelter Care Services Program

From: _____
CONTRACTOR (Please print name)

This is my 14 days advance notice of time off as I will be:

- On Vacation
- Off Call (Time off)
- Other: _____

My time off will begin on _____ and will end on _____
Date Date

I will be ready to resume accepting minors in my home on a continuous 24-hour/7-days basis
on _____.
Date

CONTRACTOR's Signature

Date

License Number

Co-CONTRACTOR's Signature
(if applicable)

Date

EMERGENCY SHELTER CARE SERVICES CONTROL LOG

CONTRACTOR: _____ **FOSTER FAMILY HOME LICENSE NUMBER:** _____

MONTH: _____, 20____ **VENDOR NUMBER:** _____

I did not receive any placement this month.

I certify for the month of _____, 20____, the CONTRACTOR’S bed utilization was as follows:

Name of ESC Child	DOB	Bed Placement Category	Placement Date	Exit Date *	Total Days in ESC in the Month	Children’s Social Worker

Note: If an ESC child is still in the CONTRACTOR’S home, enter “N/A”

FOSTER YOUTH BILL OF RIGHTS

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

I. The right to be treated with respect.

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

II. The right to adequate living conditions.

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

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

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

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

County of Los Angeles
Department of Children and Family Services

EXHIBITS TO THE SAMPLE CONTRACT
EMERGENCY SHELTER CARE SERVICES

CONTRACTOR’S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR’S SPECIFIC CERTIFICATIONS

- 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
- 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
- 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Authorized Official’s Printed Name and Title

Authorized Official’s Signature

Date

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (LAC/CBE) PROGRAM

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposers/contractors must have this form on file with the Department of Children and Family Services (DCFS) to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. Non-profit firms are exempt from completing this form – indicate the type of business structure as “Non-profit Organization” and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE: _____
 (Corporation, Limited Liability Company, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): No employees _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.).

Please break down the above total number of employees into the following categories:

	OWNERS/P PARTNERS/ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latino			
Asian American			
American Indian/Alaskan Native			
<i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i>			

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

	Black/African American	Hispanic/Latino	Asian American	American Indian/ Alaskan Native	White
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification).

M W D DV

Agency _____ _____ _____ _____ Expiration Date _____

Agency _____ _____ _____ _____ Expiration Date _____

Agency _____ _____ _____ _____ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. 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 acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates the above, shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm

Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Date

CONTRACTOR’S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(PRINT NAME OF EMERGENCY SHELTER CARE CONTRACTOR)

(hereinafter referred to as “Emergency Shelter Care (ESC) Services Contractor”) has entered into a contract with the County of Los Angeles Department of Children and Family Services (hereinafter referred to as “COUNTY”) to provide Emergency Shelter Care Services. ESC Contractor is required to protect the confidentiality of all COUNTY records.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this Contract.

CONFIDENTIALITY AGREEMENT

As an ESC Contractor may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY. The COUNTY has the legal obligation to protect all confidential data, especially data concerning welfare recipient records and must ensure that ESC Contractor will protect the confidentiality of all such data. Consequently, ESC Contractor must sign this confidentiality agreement as a condition of its agreement with the COUNTY. ESC Contractor should read this confidentiality agreement and take due time to consider it prior to signing.

I, _____,
(NAME OF ESC CONTRACTOR)

hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant my contract with the COUNTY.

I agree to immediately forward all requests for the release of information received by me to the COUNTY Emergency Shelter Care Unit.

I agree to report any and all violations of the above by any other person and/or myself to COUNTY Emergency Shelter Care Unit.

I acknowledge that violation of this confidentiality agreement may subject me to civil and/or criminal action and that the COUNTY will seek all possible legal redress.

ESC Contractor’s Signature: _____

ESC Contractor’s Name: _____

Date: _____

CONTRACTOR’S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(PRINT NAME OF EMERGENCY SHELTER CARE SERVICES CO-CONTRACTOR)

(hereinafter referred to as “Emergency Shelter Care (ESC) Services Co-Contractor”) has entered into a contract with the County of Los Angeles Department of Children and Family Services (hereinafter referred to as “COUNTY”) to provide Emergency Shelter Care Services. ESC Services Co-Contractor is required to protect the confidentiality of all COUNTY records.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this Contract.

CONFIDENTIALITY AGREEMENT

As an ESC Co-Contractor may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY. The COUNTY has the legal obligation to protect all confidential data, especially data concerning welfare recipient records and must ensure that ESC Co-Contractor will protect the confidentiality of all such data. Consequently, ESC Co-Contractor must sign this confidentiality agreement as a condition of its agreement with the COUNTY. ESC Co-Contractor should read this confidentiality agreement and take due time to consider it prior to signing.

I, _____,
(NAME OF ESC SERVICES CO-PROVIDER)

hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant my contract with the COUNTY.

I agree to immediately forward all requests for the release of information received by me to the COUNTY Emergency Shelter Care Unit.

I agree to report any and all violations of the above by any other person and/or myself to COUNTY Emergency Shelter Care Unit.

I acknowledge that violation of this confidentiality agreement may subject me to civil and/or criminal action and that the COUNTY will seek all possible legal redress.

ESC Co-Contractor’s Signature: _____

Print ESC Contractor’s Name: _____

Date: _____

CONTRACTOR’S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(PRINT NAME OF ALTERNATE EMERGENCY SHELTER CARE PROVIDER)

(hereinafter referred to as “Alternate Emergency Shelter Care (ESC) Services Provider”) has entered into a contract with the County of Los Angeles Department of Children and Family Services (hereinafter referred to as “COUNTY”) to provide Emergency Shelter Care Services. Alternate ESC Services Provider is required to protect the confidentiality of all COUNTY records.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this Contract.

CONFIDENTIALITY AGREEMENT

As an Alternate ESC Services Provider may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY. The COUNTY has the legal obligation to protect all confidential data, especially data concerning welfare recipient records and must ensure that Alternate ESC Services Provider will protect the confidentiality of all such data. Consequently, Alternate ESC Services Provider must sign this confidentiality agreement as a condition of its agreement with the COUNTY. Alternate ESC Services Provider should read this confidentiality agreement and take due time to consider it prior to signing.

I, _____,
(NAME OF ALTERNATE ESC SERVICES PROVIDER)

hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant my contract with the COUNTY.

I agree to immediately forward all requests for the release of information received by me to the COUNTY Emergency Shelter Care Unit.

I agree to report any and all violations of the above by any other person and/or myself to COUNTY Emergency Shelter Care Unit.

I acknowledge that violation of this confidentiality agreement may subject me to civil and/or criminal action and that the COUNTY will seek all possible legal redress.

Alternate ESC Services Provider’s Signature: _____

Print Alternate ESC Services Provider’s Name: _____

Date: _____

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

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

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- Recorded accruals must be reversed in the subsequent accounting period.

- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits)

with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100
To record accrued rent to March 31, 20XX		

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions

- Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - Accrual period
 - Gross pay
 - Itemized payroll deductions
 - Net pay amount
 - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference.

Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vendor name and date
- Checks – number
- Vouchers – number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 **DONATIONS AND OTHER SOURCES OF REVENUE**

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 **AUDITS**

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 **DISBURSEMENTS**

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item

purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 TIMEKEEPING

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100 percent of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 ALLOCATION OF COST POOLS

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100 percent of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

Internal Revenue Notice 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from 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 2010 are less than \$48,362 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, 2011.

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 from IRS.gov or by calling 1-800-829-3676.

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 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 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

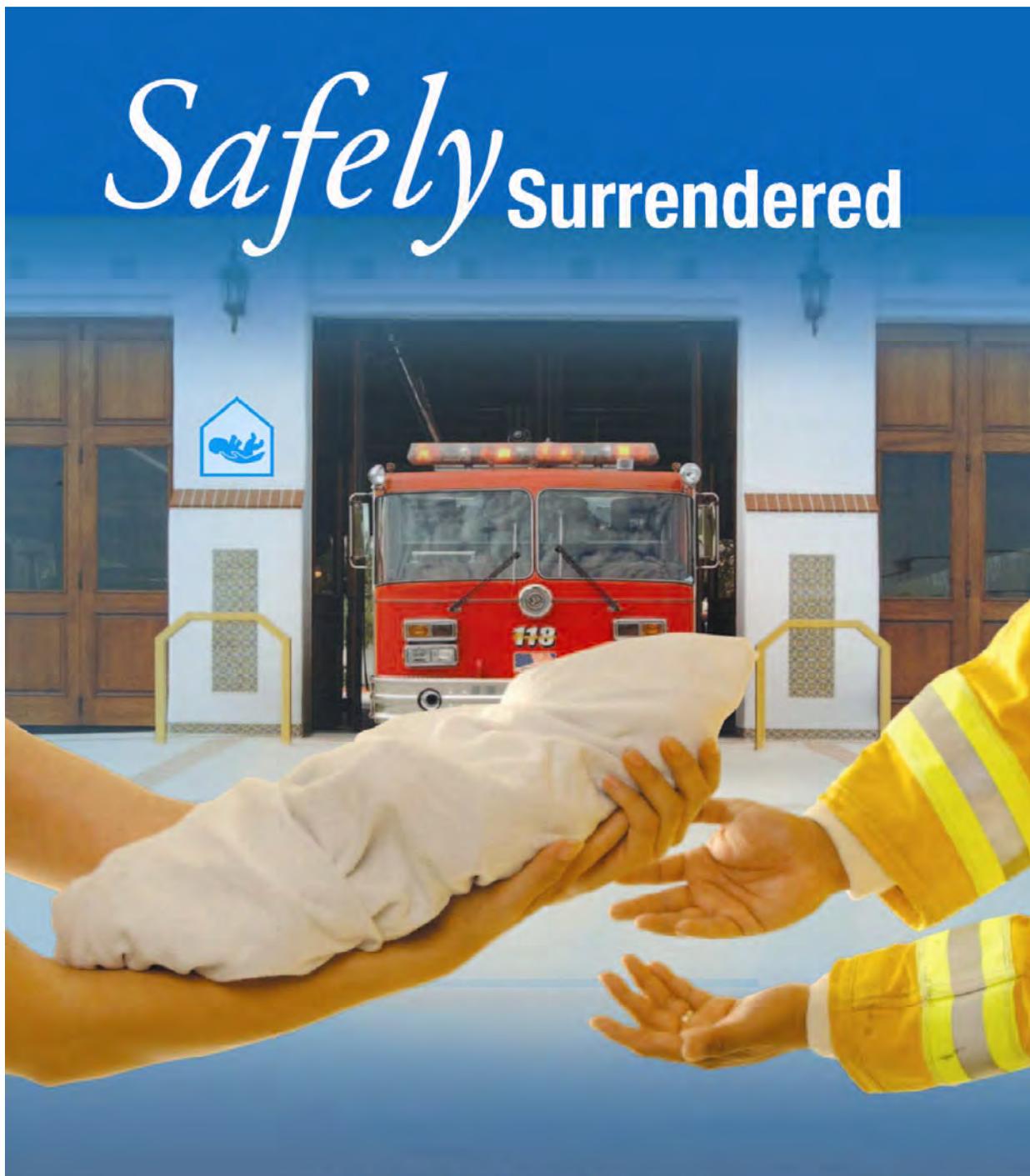
Notice **1015** (Rev. 12-2010)
Cat. No. 205991

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

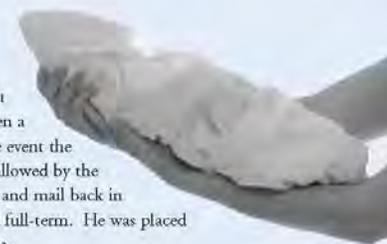
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



ADMINISTRATION OF CONTRACT

CONTRACTOR'S NAME: _____
CONTRACT NO. _____

CONTRACTOR'S ADMINISTRATION:

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

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

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

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

Notices to Contractor shall be sent to the following address:

Address: _____

**ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION**

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name (Contractor's 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.

Contractor 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)

**USER COMPLAINT REPORT
EMERGENCY SHELTER CARE SERVICES**

This form is to be used by DCFS users of Emergency Shelter Care services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report:	DCFS User Name:
DCFS Office Address:	
Phone No.	E-mail Address:
Date(s) of Incident(s):	

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

- ESC Contractor is not responding to messages.
- ESC Contractor is/was not available or not responding to messages.
- ESC Contractor making staff changes without notification to the County.
- Illegal or inappropriate behavior by ESC Contractor.
- ESC Contractor is/or has not been submitting reports or maintaining records as required.
- ESC Contractor not complying with the quality assurance requirements as specified in the Contract.
- Other (describe):

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For Emergency Shelter Care Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Print Name:	Title:
Signature:	Date:

Date: _____

County of Los Angeles
Department of Children and Family Services

APPENDICES

EMERGENCY SHELTER CARE SERVICES

**COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County...

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow...

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the Bid/Proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

**TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

Sections:

2.202.010 Findings and declarations.

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

2.202.010 Findings and declarations.

A. The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. The Board of Supervisors further finds that debarment is to be imposed only in the public interest for the County's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the County or a nonprofit corporation created by the County to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County.

C. "Debarment" means an action taken by the County which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the County. A contractor who has been determined by the County to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the County or the designee of same.

E. "County" means the County of Los Angeles, any public entities for which the Board of Supervisors is the governing body, and any joint powers authorities of which the County is a member that have adopted County contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors.

TITLE 2 ADMINISTRATION (Continued)

G. Determination of "non-responsibility" means an action taken by the County which results in a contractor who submitted a Bid or Proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the County to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or Proposal" means a Bid, Proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the County, the County may determine that a contractor submitting a Bid or Proposal is non-responsible for purposes of that contract. In the event that the County determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The County may declare a contractor to be non-responsible for purposes of a particular contract if the County, in its discretion, finds 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 omission 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.

C. The decision by the County to find a contractor non-responsible for a particular contract is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the County in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the Board of Supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

TITLE 2 ADMINISTRATION (Continued)

2.202.040 Debarment of contractors.

A. The County may debar a contractor who has had a contract with the County in the preceding three years and/or a contractor who has submitted a Bid or Proposal for a new contract with the County.

B. The County may debar a contractor if the County 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 omission 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.

C. The decision by the County to debar a contractor is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the County in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the County may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the County shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future County contracting opportunities for the specified period is necessary to protect the County's interests.

E. Mitigating and aggravating factors that the County may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the County may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the County may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

TITLE 2 ADMINISTRATION (Continued)

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the County during the investigation, and any court or administrative action. In determining the extent of cooperation, the County may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the County.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the Board of Supervisors.

G. In making a debarment determination, the Board of Supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the County, terminate any or all such existing contracts. In the event that any existing contract is terminated by the Board of Supervisors, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

TITLE 2 ADMINISTRATION (Continued)

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the County review the debarment determination to reduce the period of debarment or terminate the debarment. The County may consider a contractor's request to review a debarment determination based upon the following circumstances: (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. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the Board of Supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
- 7. Program agreements that utilize Board of Supervisors' discretionary funds;
- 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 20