

Appendix B: Prevention and Aftercare Services - CAPIT

NOTE TO PROPOSERS:

For the purposes of this RFP, all references within this Sample Contract to:

- The Statement of Work, refers to Part D of this RFP
- Part I and Part II, refers to sections within this Sample Contract
- Attachments within this Sample Contract, refers to Part H of the RFP.

Safe Children and Strong Families (SCSF)
PREVENTION AND AFTERCARE SERVICES - CAPIT
SAMPLE CONTRACT
(RFP # 11-053A)

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

Department of Children and Family Services (DCFS)
Contract Development/Fiscal Management
425 Shatto Place, Room 400
Los Angeles, California 90020

COUNTY OF LOS ANGELES
 DEPARTMENT OF CHILDREN AND FAMILY SERVICES
Safe Children and Strong Families (SCSF)
**PREVENTION AND AFTERCARE – CHILD ABUSE AND NEGLECT PREVENTION,
 INTERVENTION AND TREATMENT (CAPIT) SERVICES CONTRACT**
 SAMPLE CONTRACT
 (RFP # 11-053A)

TABLE OF CONTENTS

Section Number and Title	Page
RECITALS	1
PART I: UNIQUE TERMS AND CONDITIONS	2
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS	2
2.0 TERM AND TERMINATION	4
3.0 CONTRACT SUM	5
4.0 INVOICES AND PAYMENTS	5
5.0 CONTRACT FUNDING	9
6.0 CONTRIBUTION	9
7.0 CLIENT FEES	9
8.0 USE OF CONTRACT FUNDS	9
9.0 BUDGET	10
10.0 ADVANCES	10
11.0 INSURANCE REQUIREMENTS	10
12.0 BACKGROUND AND SECURITY INVESTIGATIONS	14
13.0 CONFIDENTIALITY	15
14.0 CONTRACTOR’S STAFF IDENTIFICATION	16
15.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM	17
16.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	17
17.0 REPORTS AND RECORD KEEPING	18
18.0 COMPUTER AND INFORMATION TECHNOLOGY REQUIREMENTS	19
19.0 NOTICE TO EMPLOYEES REGARDING SAFE SLEEPING PRACTICES	20
PART II: STANDARD TERMS AND CONDITIONS	21
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR	21
2.0 ADMINISTRATION OF CONTRACT – COUNTY	23
3.0 AMERICANS WITH DISABILITIES ACT (ADA)	24
4.0 ASSIGNMENT AND DELEGATION	24
5.0 AUTHORIZATION WARRANTY	25
6.0 BUDGET REDUCTION	25
7.0 CHANGES AND AMENDMENTS	25
8.0 CHILD ABUSE PREVENTION REPORTING	26
9.0 CHILD SUPPORT COMPLIANCE PROGRAM	27
10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM	27
11.0 COMPLAINTS	28
12.0 COMPLIANCE WITH APPLICABLE LAWS	28
13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS	30
14.0 COMPLIANCE WITH JURY SERVICE PROGRAM	30
15.0 CONDUCT OF PROGRAM	31
16.0 CONFLICT OF INTEREST	32

17.0	CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT	32
18.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST	33
19.0	CONTRACT ACCOUNTING AND FINANCIAL REPORTING.....	33
20.0	CONTRACTOR ALERT REPORTING DATABASE (CARD)	33
21.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT	33
22.0	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE.....	35
23.0	CONTRACTOR'S WORK	36
24.0	COUNTY'S QUALITY ASSURANCE PLAN.....	36
25.0	DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	38
26.0	EMPLOYEE BENEFITS AND TAXES	39
27.0	EMPLOYMENT ELIGIBILITY VERIFICATION	39
28.0	EVENTS OF DEFAULT	40
29.0	FAIR LABOR STANDARDS.....	40
30.0	FIXED ASSETS	41
31.0	FORMER FOSTER YOUTH CONSIDERATION.....	41
32.0	GOVERNING LAW, JURISDICTION, AND VENUE	42
33.0	INDEMNIFICATION	42
34.0	INDEPENDENT CONTRACTOR STATUS.....	42
35.0	LIQUIDATED DAMAGES	43
36.0	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN.....	44
37.0	MOST FAVORED PUBLIC ENTITY	44
38.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION.....	44
39.0	NON EXCLUSIVITY.....	46
40.0	NOTICE OF DELAYS	46
41.0	NOTICE OF DISPUTE	46
42.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	46
43.0	NOTICES	46
44.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION.....	47
45.0	PROPRIETARY RIGHTS.....	47
46.0	PUBLIC RECORDS ACT.....	48
47.0	PUBLICITY	49
48.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.....	49
49.0	RECYCLED-CONTENT PAPER.....	51
50.0	SAFELY SURRENDERED BABY LAW	51
51.0	SHRED DOCUMENT	52
52.0	SUBCONTRACTING	52
53.0	TERMINATION FOR CONTRACTOR'S DEFAULT	54
54.0	TERMINATION FOR CONVENIENCE.....	56
55.0	TERMINATION FOR IMPROPER CONSIDERATION.....	56
56.0	TERMINATION FOR INSOLVENCY.....	57
57.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	57
58.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	58
59.0	USE OF FUNDS	58
60.0	VALIDITY	58
61.0	WAIVER.....	58
62.0	WARRANTY AGAINST CONTINGENT FEES	58
63.0	WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION.....	59

LIST OF ATTACHMENTS

Attachment A	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C	CONTRACTOR's Acknowledgement and Confidentiality Agreement
Attachment D	CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement
Attachment E	CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement
Attachment F	Attachment Auditor-Controller Contract Accounting and Administration Handbook
Attachment G	Internal Revenue Notice 1015
Attachment H	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment I	Safely Surrendered Baby Law Fact Sheet
Attachment J	CONTRACTOR's Administration
Attachment K	COUNTY's Administration
Attachment L	Charitable Contributions Certification
Attachment M	User Complaint Report (UCR)
Attachment N	Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program
Attachment O	Definitions
Attachment P	Linkage Services
Attachment Q	Protective Factors Framework (Center for the Study of Social Policy (CSSP))
Attachment R	Intentionally Left Blank
Attachment S	Instructions for Monthly Reports (applicable to CAPIT Services only)
Attachment T	Monthly Client Service Log (applicable to CAPIT Services only)
Attachment U	Monthly Reimbursement Invoice (applicable to CAPIT Services only)
Attachment V	Safe Sleep Brochure (applicable to CAPIT Services only)
Attachment W	Service Planning Area Map
Attachment X	Return of Security and Rental Deposit (applicable to Assessment and Intervention only)
Attachment Y	FP Weekly Case Count Report (applicable to Assessment & Intervention only)
Attachment Z	Confidentiality of CORI Information (applicable to Assessment and Intervention and APSS only)
Attachment AA	Required Subcontract Components
Attachment BB	Zip Codes that are served by each DCFS Office
Attachment CC	Zip Codes by Service Planning Area

Contract Number: _____

COUNTY OF LOS ANGELES
**SAFE CHILDREN AND STRONG FAMILIES (SCSF) PREVENTION AND AFTERCARE –
CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND TREATMENT (CAPIT)
SERVICES**
(SAMPLE CONTRACT)

SAFE CHILDREN AND STRONG FAMILIES (SCSF) PREVENTION AND AFTERCARE – CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND TREATMENT (CAPIT) SERVICES (hereinafter referred to as “Contract”).

This Contract is made and entered into this ____ day of _____ 2014, by and between

County of Los Angeles
hereinafter referred to as
“COUNTY”

and

(Click Here - Enter Name of Contractor)
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 desires to provide Safe Children and Strong Families (SCSF) Prevention and Aftercare - Child Abuse and Neglect Prevention, Intervention and Treatment (CAPIT) Services; and

WHEREAS, COUNTY has determined that the Safe Children and Strong Families (SCSF) Prevention and Aftercare - Child Abuse and Neglect Prevention, Intervention and Treatment (CAPIT) Services to be provided under this Contract are to help protect Children and stabilize families as specified in Section 18960 et seq. of the Welfare and Institutions Code as referenced below; and

WHEREAS, COUNTY has received State General Fund monies from the State of California, Department of Social Services (CDSS) pursuant to provisions of Section 18960 et seq. of the California Welfare and Institutions Code as added by AB 1733 (Chapter 1389, Statutes of 1982), the COUNTY is designated to administer a Child Abuse and Neglect Prevention, Intervention and Treatment Program to provide services to Children identified as at-risk for abuse or neglect; and

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract 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 Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, AA, BB, and CC 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 B, B-1, B-2, B-3, B-4 and B-5.
- 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:

Attachment A	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C	CONTRACTOR's Acknowledgement and Confidentiality Agreement
Attachment D	CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement
Attachment E	CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement
Attachment F	Attachment Auditor-Controller Contract Accounting and Administration Handbook
Attachment G	Internal Revenue Notice 1015
Attachment H	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment I	Safely Surrendered Baby Law Fact Sheet

Attachment J	CONTRACTOR's Administration
Attachment K	COUNTY's Administration
Attachment L	Charitable Contributions Certification
Attachment M	User Complaint Report (UCR)
Attachment N	Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program
Attachment O	Definitions
Attachment P	Linkage Services
Attachment Q	Protective Factors Framework (Center for the Study of Social Policy (CSSP))
Attachment R	Intentionally Left Blank
Attachment S	Instructions for Monthly Reports (applicable to CAPIT only)
Attachment T	Monthly Client Service Log (applicable to CAPIT only)
Attachment U	Monthly Reimbursement Invoice (applicable to CAPIT only)
Attachment V	Safe Sleep Brochure (applicable to CAPIT only)
Attachment W	Service Planning Area Map
Attachment AA	Required Subcontract Components
Attachment BB	Zip Codes that are served by each DCFS Office
Attachment CC	Zip Codes by Service Planning Area

1.6 Defined Terms are attached to and incorporated by reference in this Contract. (Please refer to Attachment O.)

1.7 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. "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.
- B. "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.
- C. "COUNTY" – means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- D. "COUNTY's Program Manager" (CPM) – means 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.
- E. "Day" or "Days" – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- F. "DCFS" - means COUNTY's Department of Children and Family Services

- G. "Director" - means COUNTY's Director of Children and Family Services or his or her authorized designee.
- H. "Fiscal Year(s)" - means the twelve (12) month period beginning July 1st and ending the following June 30th.
- I. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- J. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 TERM AND TERMINATION

- 2.1 The term of this Contract shall commence on _____ or the date of execution by the COUNTY's Board of Supervisors, whichever is later, and shall expire on _____ or one year from the date of execution by the COUNTY's Board of Supervisors, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 The COUNTY shall have the sole option to extend the term of this contract for up to four additional one-year periods for a maximum Contract term of five years. Each such option and extension shall be exercised at the sole discretion of the Director of DCFS by Amendment or written notice to the CONTRACTOR provided that approval of the 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 60 days prior to the expiration of the contract term, after Chief Executive Office approval, for a period not to exceed six (6) months beyond stated expiration date on a month-to-month basis, 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 \$_____.
- 3.1 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 Required Form 4-B, Price Sheet and Required Form 4-F, Line Item Budget, Attachment R, for the services set forth in Part H, Statement of Work, in accordance with Part I, Section 4.0, Invoices and Payments, of this Contract.
- 3.2 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.
- 3.3 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.
- 3.4 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Attachment K, COUNTY's Administration.
- 3.5 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Required Form 4-B, Price Sheet and Required Form 4-F, Line Item Budget, herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.
- 3.6 CONTRACTOR shall not utilize more than 10% of their Maximum Annual Contract Sum for Administrative Costs.

4.0 INVOICES AND PAYMENTS

- 4.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY

monthly in arrears at the rate of compensation specified in the Pricing Schedule, as supported by the Budget, and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.

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

4.2.1 CONTRACTOR may request a program modification to increase or decrease the number of Unit of Service between the Professional, Paraprofessional and Case Aid cost categories. Modifications shall not change the total Contract amount or the established Unit Rate(s). Requests for program modifications must be in writing and approved by the program manager using Exhibit B-4.

4.2.1.1 COUNTY will accept no more than two (2) program modifications during a Contract Year, unless Program Manager identifies the need for additional program modifications. Once a program modification has been approved, it will continue to remain in effect until the next approved program modification takes effect, or until the end of the Contract Term, whichever is first.

4.2.1.2 Requests for program modifications will not be accepted during the first two (2) months of a fiscal year.

4.3 CONTRACTOR shall submit an invoice using the Monthly Reimbursement Invoice, Attachment U and the Web-based application system CAPPAY 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.

- 4.4 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122. 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>
- 4.5 CONTRACTOR shall submit the original Monthly Reimbursement Invoice, Attachment U to the DCFS Accounting Services and one copy to the COUNTY Program Manager for review and approval, as follows:

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

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Corey Hanemoto, Program Manager
425 Shatto Place, Room 310
Los Angeles, CA 90020

- 4.6 COUNTY will provide Web-based application system CAPPAY for CONTRACTOR's to submit automated invoicing. CAPPAY software shall be maintained by COUNTY.
- 4.6.1 Contractor shall provide data entry staff to process electronic automated invoices for the Web-based application system CAPPAY.
- 4.7 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.
- 4.8 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.
- 4.9 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.

- 4.10 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.
- 4.11 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.
- 4.12 Agencies shall request funding from the (District/SPA/DCFS Office catchment area) in which their client population resides. In recognition of the transient nature of urban populations related to housing, employment, and other unforeseen challenges, and in the interest of providing continuity of services, agencies may use up to 10% of their funds designated for a particular (District/SPA/DCFS Office catchment area) to service families located in a different (District/SPA/DCFS Office catchment area).
- 4.13.1 CONTRACTOR shall submit the Deaf and Hard of Hearing Request for Services Form, Exhibit B-5 for approval by DCFS Program Manager. Funding is limited and will be equally available for both CAPIT and Resource Center Contractor's on a first come first serve basis.
- 4.13.2 CONTRACTOR shall use Exhibit B-6 to invoice in arrears for services rendered in the previous month; all services in a given month should be billed to the County on one form (multiple forms may be included if more than 8 services are provided). The Exhibit B-6 should be received within thirty (30) days of the last day of the previous month.
- 4.13.3 The Exhibit B-6 and original receipts/invoices should be mailed to: Department of Children and Family Services, 425 Shatto Place, Los Angeles, CA 90020. DCFS staff will notify the CONTRACTOR representative when the expense claim is approved or if it is being returned for further information/documentation.
- 4.13.4 Incomplete or inaccurate forms will be returned to the Contractor for resubmission.

5.0 CONTRACT FUNDING

- 5.1 COUNTY shall reimburse CONTRACTOR not to exceed \$_____ for providing services as indicated in Exhibit B, Statement of Work. CONTRACTOR agrees that should it perform services outside of the Statement of Work, such services shall be deemed a gratuitous effort by CONTRACTOR and shall have no claim against COUNTY. In no event shall this Contract give rise to a charge on any other funds of County.
- 5.2 No funds encumbered for expenses occurring in one Fiscal Year may be rolled forward or backward to another Fiscal Year.
- 5.3 In the event the Program Manager identifies unspent funds by any agencies, the Program Manager will notify and work in collaboration with ICAN and the Board of Supervisor offices to determine the reallocation of funds within each (District, SPA, DCFS Office Area) of no more than 10% of each contractors Maximum Contract Sum. DCFS will notify the Board of Supervisors in writing of the reallocation of funds. The DCFS Director, with delegated authority by the Board, will execute the amendments.

6.0 CONTRIBUTION

CONTRACTOR shall make a contribution, cash and/or in-kind from other than California Department of Social Services sources in an amount equal to, or more than ten percent (10%) of the total Contract amount. This contribution, which must be documented, shall be identified in Required Form 4-F, Line Item Budget and Forms and reported in the Monthly Reimbursement Invoice as specified in Attachment U.

7.0 CLIENT FEES

CONTRACTOR may assess a fee for services to Clients in the performance of this Contract, provided the following conditions are met:

- 7.1 Collected fees must be used to offset program costs not funded by this Contract.
- 7.2 Rates must be on a sliding scale set and approved by COUNTY based on the Clients ability to pay.
- 7.3 Whenever a Client cannot pay for services, services must be provided free of charge.

8.0 USE OF CONTRACT FUNDS

Funds allocated pursuant to this Contract shall be used exclusively for services to be performed under this Contract. Contract funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-profit activities.

9.0 BUDGET

Expenditures made by the CONTRACTOR in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Required Form 4-B, Price Sheet and Required Form 4-F, Line Item Budget, unless a Budget modification is made in compliance with Sections 4.0, Invoices and Payments.

10.0 ADVANCES

No Advance payments are allowed with this Contract.

11.0 INSURANCE REQUIREMENTS

11.1 General Insurance Requirements

11.1.1 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.

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

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

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

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

11.1.3 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

11.1.4 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.

11.1.5 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.

11.1.6 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole

discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

- 11.1.7 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.
- 11.1.8 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.
- 11.1.9 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.
- 11.1.10 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.
- 11.1.11 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- 11.1.12 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 11.1.13 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.
- 11.1.14 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 11.1.15 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.
- 11.1.16 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.
- 11.1.17 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.

11.2 Insurance Coverage Requirements:

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

General Aggregate: \$2 million
Products/Completed Operations Aggregate: \$1 million
Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

- 11.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 11.2.3 Workers’ Compensation and Employer’s Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If

CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

11.2.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

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

11.2.6 Property Coverage: Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

12.0 BACKGROUND AND SECURITY INVESTIGATIONS

12.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.

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

13.0 CONFIDENTIALITY

- 13.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 13.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 13.3 CONTRACTOR shall sign and adhere to the provisions of Attachment C, "Contractor Acknowledgement and Confidentiality Agreement."
- 13.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment E, "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.

- 13.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 13.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 13.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 13.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 7.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 7.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.
- 13.9 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

14.0 CONTRACTOR'S STAFF IDENTIFICATION

CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.

15.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 15.1 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.
- 15.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 15.3 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.
- 15.4 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:
 - 15.4.1 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;
 - 15.4.2 In addition to the amount described in Sub-Section 11.4.1, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
 - 15.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).
- 15.5 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.

16.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 16.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 16.2 COUNTY's Board of Supervisors finds that it is of benefit to the County of Los Angeles to promote and facilitate transitional job opportunities for individuals who

are homeless and other individuals who have been out of work for an extended period of time. Individuals who have not worked for an extended period of time face considerable barriers when trying to re-enter the workforce. Transitional employment provides people who are the hardest to employ with opportunities to develop job and social skills that are necessary to succeed in the workplace.

16.3 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

16.4 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

16.5 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

16.5.1 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;

16.5.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

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

16.6 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

17.0 REPORTS AND RECORD KEEPING

17.1 CONTRACTOR shall provide COUNTY with a monthly service report for the previous month indicating the work and activities performed.

17.1.1 CONTRACTOR shall submit a monthly report to DCFS' Community Based Support Division no later than fifteen (15) days after the end of each month.

17.1.2 The reports shall clearly reflect all required information as specified on the Instructions for Monthly Reports, Exhibit S and shall be transmitted by

electronic mail, or mailed first-class registered or certified mail postage prepaid, or by enclosing in a sealed envelope and shall be hand delivered with signed receipt to the parties as identified in Attachment K, COUNTY's Administration.

17.1.3 CONTRACTOR shall include in the monthly service report copies of any Corrective Action Plans issued during the prior month and notes on any changes to internal processes, policies or procedures required to comply with any Corrective Action Plans.

17.2 CONTRACTOR shall provide COUNTY with quarterly and annual reports.

17.2.1 The quarterly report shall be submitted electronically on or before the 10th day of October, January, April and July of the contract period. The format of the quarterly report shall be approved by the County's Program Manager.

17.2.2 CONTRACTOR shall prepare and submit to CPM a written annual report describing the services provided throughout each Fiscal Year. The CONTRACTOR's annual report shall include, but not be limited to:

17.2.2.1 Description of services and/or deliverables rendered during the period, dollar amount of services rendered during the period, dollar balance remaining under the Contract, and any difficulties encountered that could jeopardize the completion of the Project or milestones or deliverables within the schedule.

17.2.2.2 CONTRACTOR shall submit the Annual Report for each fiscal year by the 20th day after the end of the fiscal year and/or contract year, to be determined by CPM at start of contract.

17.2.2.3 Contractor shall document strengthening families protective factor outcomes in annual report.

18.0 COMPUTER AND INFORMATION TECHNOLOGY REQUIREMENTS

18.1 CONTRACTOR shall provide a computer, within thirty (30) days of commencement of the Contract, and an agreement for the on-site maintenance for the entire term of the Contract with the following hardware:

18.1.1 Basic Computer:

18.1.1.1 IBM or 100% compatible personal computer with at least Pentium

18.1.1.2 Duo-Core and 1 gigahertz (GHz)

18.1.1.3 3 Gigabytes of memory or more

18.1.1.4 Desktop screen resolution of 1024 X 768

18.1.2 Software:

18.1.2.1 Microsoft Windows XP (32-bit), Windows 7 (32-bit), or a fully compatible system

18.1.2.2 Internet Explorer 7/8 or fully compatible internet browser software

18.1.3 Internet Access:

18.1.3.1 High Speed internet access (DSL or Cable Modem)

18.1.3.2 Establish linkages with the automated Information Technology

18.1.3.3 System (ITS)

19.0 NOTICE TO EMPLOYEES REGARDING SAFE SLEEPING PRACTICES

19.1 CONTRACTOR'S Acknowledgment of COUNTY'S Commitment to Safe Sleeping Practices

The CONTRACTOR acknowledges that the COUNTY places a high priority on raising awareness as to the dangers of Bed Sharing and Unsafe Sleeping Practices.

The CONTRACTOR understands that it is an important infant death prevention strategy that all COUNTY Contractors provide information on safe sleeping to all staff and all families with whom CONTRACTOR works. It is the Los Angeles County Infant Safe Sleeping Campaign's policy to encourage all COUNTY Contractors to place Safe Sleeping brochures in a prominent place at the CONTRACTOR's place of business. CONTRACTOR will receive training on Safe Sleeping Practices during the mandatory orientation provided by the COUNTY per Section 2.0 Administration of Contract – County, Section 2.4. CONTRACTOR will also ensure that training on Safe Sleeping Practices is provided to all staff and information learned from this training is provided to all families with whom the agency comes into contact. This training can be obtained through the Los Angeles County Infant Safe Sleeping Campaign and contact information to request this training can be found on the ican4kids.org Website. CONTRACTOR will also encourage its Subcontractors, if any, to obtain training on Safe Sleeping Practices and to place Safe Sleeping brochures in a prominent place in the Subcontractor's place of business. The COUNTY's Infant Safe Sleeping Campaign will supply the CONTRACTOR with the brochures to be used.

19.2 Notice To Employees Regarding Safe Sleeping Practices

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a brochure regarding Safe Sleeping Practices as determined by the Los Angeles County Infant Safe Sleeping Campaign under the auspices of the Inter-Agency Council on Child Abuse and Neglect (ICAN). Awareness of these Safe Sleeping Practices is critical to the prevention of infant fatalities resulting from bed sharing and/or unsafe sleeping practices. The brochure, which is available in English and in Spanish, is set forth in Attachment V of this Contract and is also available on the Internet at ican4kids.org for printing purposes.

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 Attachment J, 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 CONTRACTOR shall have a CONTRACTOR Clinical Director (CD) who shall be one of the following:

1.2.1 A Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences;

1.2.2 A Licensed Marriage and Family Therapist (LMFT) with a current license from the California Board of Behavioral Sciences; or

1.2.3 A licensed Psychologist currently licensed by the California Board of Psychology.

1.3 CONTRACTOR shall have a CONTRACTOR Program Manager (PM).

1.3.1 Project Manager shall have, at minimum, a Bachelor's degree in a social science or a closely related field and two years full-time management experience in a social service agency.

1.3.2 Project Manager shall be available 24 hours a day, 7 days a week including holidays to respond to COUNTY inquiries and to discuss problem areas and shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract.

1.3.2.1 CONTRACTOR Program Manager shall attend quarterly continuous quality improvement (CQI) meetings for the Safe Children and Strong Families service delivery model. Safe Children and Strong Families CQI meeting participants shall include all other Safe Children and Strong Families Contractors, County Program Managers and DCFS Regional Office Representatives.

- 1.3.2.2 CONTRACTOR Program Manager, or appropriate representative, shall attend all Safe Children Strong Families Prevention and Aftercare – Child Abuse and neglect Prevention, Intervention and Treatment (CAPIT) Services meetings as determined by COUNTY. Meetings to be scheduled by COUNTY at a minimum of quarterly.
- 1.4 CONTRACTOR shall utilize Professional Staff to provide Prevention and Aftercare Services as outlined in the Scope of Work, Exhibit B.
 - 1.4.1 Professional Staff shall have at minimum, a Master’s Degree in social work, psychology, marriage and family counseling or a closely related field.
- 1.5 CONTRACTOR shall utilize Paraprofessional Staff to provide Prevention and Aftercare Services as outlined in the Scope of Work, Exhibit B.
 - 1.5.1 Paraprofessional staff shall have at minimum, a Bachelor’s Degree in social work, psychology, marriage and family counseling or a closely related field.
- 1.6 CONTRACTOR may utilize Case Aide to provide Prevention and Aftercare direct client services such as facilitation of peer based support groups and facilitation of linkage and follow up services.
 - 1.6.1 Case Aide shall be a paid position with no degree requirement.
- 1.7 CONTRACTOR shall not schedule or conduct any meetings or Negotiations under this Contract on behalf of the COUNTY or DCFS.
- 1.8 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.

 - 1.8.1 COUNTY Program Manager shall (approve) all staff changes. CONTRACTOR shall provide the COUNTY Program Manager, at the beginning of each Contract term and within fifteen (15) calendar days of any staff change(s), a roster of all staff that includes:
 - 1.8.1.1 Name and positions;

1.8.1.2 Work schedule; and

1.8.1.3 FAX and telephone numbers.

1.8.2 CONTRACTOR shall request approval from the COUNTY Program Manager in writing of any change(s) in CONTRACTOR's key personnel at least three (3) business days before proposed change(s), including name and qualifications of new personnel. CONTRACTOR shall ensure that no interruption of services occur as a result of the change in personnel.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Attachment K, 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.

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.

2.4 CONTRACTOR shall attend a mandatory orientation that shall be provided by COUNTY within thirty (30) days of the Contract Start Date. CONTRACTOR shall be notified at least two weeks in advance of the date, time, and location of the orientation.

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.

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.

- 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.

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, 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 Part H, Attachment B.

11.0 COMPLAINTS

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

12.0 COMPLIANCE WITH APPLICABLE LAWS

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

prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

- 12.1.1 CONTRACTOR acknowledges that this Contract may 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 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 Part H, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

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

14.1 Written Employee Jury Service Policy

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

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-

time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

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

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

15.0 CONDUCT OF PROGRAM

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

16.0 CONFLICT OF INTEREST

- 16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.
- 16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

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

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

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

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

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

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

20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

21.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be

permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

- 21.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 21.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 21.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of

the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

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

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

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

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

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

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Part H, Attachment L 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 B, Statement of Work.

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

24.0 COUNTY'S QUALITY ASSURANCE PLAN

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

24.1 The CONTRACTOR shall submit its Quality Assurance Plan (QAP) in its proposal submission that demonstrates in detail how Contractor will ensure all of the requirements of the CAPIT contract are continuously met.

24.2 CONTRACTOR's QAP shall include a description of its service delivery model components, and detail how these components align with the Strengthening Families Protective Factors Framework, Attachment Q (Center for the Study of Social Policy's Strengthening Families™ Approach) which includes:

24.2.1 Parental resilience;

24.2.2 Social connections;

24.2.3 Knowledge of parenting and Child Development;

24.2.4 Concrete supports in times of need;

24.2.5 Social and emotional competence of children

- 24.3 QAP shall include a description of how Contractor's service delivery aligns incorporates the Shared Core Practice Model. The Shared Core Practice Model is detailed in Exhibit B-4.
- 24.4 CONTRACTOR's QAP shall include a description of how its strengthening families protective factor outcomes will be measured to ensure compliance with the CAPIT contract.
- 24.5 CONTRACTOR's QAP should identify its plan to meet or exceed the CAPIT contracts Performance Requirements Summary and Performance Outcome Summary.
- 24.6 CONTRACTOR's QAP shall include Contractor's methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 24.7 CONTRACTOR's QAP shall include its methods for insuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR's employees or any other potential disruption in service.
- 24.8 CONTRACTOR's QAP shall identify Contractor's plan and process for recording its Inspections, any corrective action noted, required or taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.
- 24.9 CONTRACTOR's shall provide a Quarterly report to County Program Manager of all its Inspections, noted required Correction Action, detail of incorporated corrective action, and ongoing measurement to ensure effectiveness of corrective action incorporated.
- 24.10 The CPM, or other personnel authorized by the COUNTY, will monitor and evaluate CONTRACTOR's performance under this contract using the quality assurance procedures specified in this Statement of Work. All monitoring will be conducted in accordance with Part II Standard Terms and Conditions, COUNTY's Quality Assurance Plan, of the Contract.
- 24.11 CONTRACTOR will be subject to a program review by the COUNTY, at a minimum of once per year, for the period of the contract. CONTRACTOR shall make available to the COUNTY, upon request, the following records for review:
- 24.11.1 Personnel records, pertaining to current paid and volunteer staff

- 24.11.2 Background and Criminal Clearance records;
 - 24.11.3 Client Case Records
 - 24.11.4 Confidentiality forms
 - 24.11.5 Financial Records
- 24.12 If CONTRACTOR performance requirements are not met, the COUNTY CPM may call CONTRACTOR, and/ or send CONTRACTOR a User Complaint Report (UCR), Attachment M. CONTRACTOR shall respond to a call within one hour and respond to a UCR within 24 hours of receipt. All performance requirement issues and results including incorporated Corrective Action will be reported to the COUNTY CPM.
- 24.13 CONTRACTOR shall submit a Corrective Action Plan (CAP) for any areas found to be deficient as a result of a receipt of a User Compliant Report (UCR), Attachment M or in response to the results of a technical review, including billing errors or noted areas of non compliance, within forty-five (45) calendar days of the receipt of the UCR or Technical Review Findings.
- 24.14 CONTRACTOR staff shall participate in their assigned DCFS office's Quality Service Review (QSR) process. Participation shall include attending Provider Focus Groups, Grand Rounds (Clinical Case Conferencing Discussions), and Sum-up Sessions. If it is determined by DCFS that Contractor provided supports and services to the sample cases selected for review the Contractor shall participate in stake holder interviews and debriefings.

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 25.1 ACTOR'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 EMPLOYEE BENEFITS AND TAXES

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

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

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

27.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

27.2 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.

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

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

28.1.1 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

28.1.2 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.

28.2 Default for Insolvency

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

28.2.1 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;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

28.3 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.

29.0 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.

30.0 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.

31.0 FORMER FOSTER YOUTH CONSIDERATION

31.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

31.2 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).

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

32.0 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.

33.0 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.

34.0 INDEPENDENT CONTRACTOR STATUS

34.1 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.

34.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

34.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

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

35.0 LIQUIDATED DAMAGES

35.1 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.

35.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be agreed upon at such time 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.

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

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

36.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

37.0 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.

38.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

38.1 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.

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

- 38.3 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.
- 38.4 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.
- 38.5 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.
- 38.6 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.
- 38.7 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.
- 38.8 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.

39.0 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.

40.0 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.

41.0 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.

42.0 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 Parth H, Attachment G.

43.0 NOTICES

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

44.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

45.0 PROPRIETARY RIGHTS

45.1 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.

45.2 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.

45.3 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."

45.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 46.3. COUNTY agrees not to reproduce or distribute such materials, data and

information to non-COUNTY entities without the prior written permission of CONTRACTOR.

45.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 46.4 for:

45.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 46.3;

45.5.2 Any materials, data and information covered under Sub-section 46.2; and

45.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

45.6 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.

45.7 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.

45.8 The provisions of Sub-sections 46.5, 46.6, and 46.7 shall survive the expiration or termination of this Contract.

46.0 PUBLIC RECORDS ACT

46.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of

any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

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

47.0 PUBLICITY

- 47.1 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:

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

47.1.2 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.

- 47.2 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.

48.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 48.1 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.

- 48.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to,

the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 48.3 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).
- 48.4 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.
- 48.5 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.

- 48.6 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.

49.0 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.

50.0 SAFELY SURRENDERED BABY LAW

- 50.1 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.

- 50.2 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 Parth H, Attachment I, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

51.0 SHRED DOCUMENT

- 51.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.
- 51.2 Documents for record and retention purposes in accordance with Subsection 48.2 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

52.0 SUBCONTRACTING

- 52.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.
- 52.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
- 52.2.1 A description of the work to be performed by the Subcontractor;
 - 52.2.2 A draft copy of the proposed subcontract; and
 - 52.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 52.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 52.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

- 52.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 52.6 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 52.6.1 The COUNTY Program Manager shall ensure that approved subcontracts include at a minimum, all of the contract components listed on Attachment AA.
- 52.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY Program Manager all the following documents:
- 52.7.1 An executed Attachment C, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 52.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Insurance Coverage Requirements, of this Contract, and
- 52.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 52.8 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.
- 52.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 52.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

52.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

53.0 TERMINATION FOR CONTRACTOR'S DEFAULT

53.1 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:

53.1.1 CONTRACTOR has materially breached this Contract;

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

53.1.3 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.

53.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 54.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

53.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 54.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to

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

- 53.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 54.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.
- 53.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 54.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 54.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.
- 53.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Indemnification.
- 53.6 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.

54.0 TERMINATION FOR CONVENIENCE

- 54.1 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.
- 54.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 54.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 54.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 54.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

55.0 TERMINATION FOR IMPROPER CONSIDERATION

- 55.1 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.
- 55.2 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.

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

56.0 TERMINATION FOR INSOLVENCY

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

56.1.1 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;

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

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

or

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

- 56.2 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.

57.0 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.

58.0 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.

59.0 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.

60.0 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.

61.0 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.

62.0 WARRANTY AGAINST CONTINGENT FEES

62.1 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.

62.2 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.

63.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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

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

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

COUNTY OF LOS ANGELES

CONTRACTOR

Name of Agency

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

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, COUNTY COUNSEL

By _____
David Beudet, Senior Deputy County Counsel