TEMPORARY SHELTER CARE FACILITY CONTRACT

(CFDA# 93.658)

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

_____

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

_____

CONTRACT NUMBER _____

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

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

Temporary Shelter Care Facility (hereinafter referred to as "Contract").

This Contract is made and entered into this _____ day of _____ 20___, by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY may contract with private businesses for Temporary Shelter Care Facility services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a private firm specializing in providing Temporary Shelter Care Facility services; and

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

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

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

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

WHEREAS, CONTRACTOR is providing mental health services to eligible persons in Los Angeles County under a Legal Entity Contract with the County of Los Angeles Department of Mental Health (DMH) authorized by Welfare and Institutions Code section 5600 et seq.;

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

1.1 This Contract constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, Changes and Amendments, and signed by both parties.

1.2 Exhibits A, A-1 through A-15 and Exhibit B, including attachments, 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 (SOW), and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract, Exhibits A, A-1, A-2, A-3 and Exhibit B.

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

A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the COUNTY.

B. “Contract” – this agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

C. “CONTRACTOR” – The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the COUNTY.

D. “COUNTY” – means the County of Los Angeles and includes the Department of Children and Family Services.

E. "County's Board of Supervisors" - means the governing body of the County of Los Angeles.

F. “County Program Manager” – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

G. “Day” or “Days” – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.

H. “DCFS” - means COUNTY’s Department of Children and Family Services.

I. “Director” - means COUNTY’s Director of the Department of Children and Family Services or his or her authorized designee.

J. “Fiscal Year(s)” - means the 12-month period beginning July 1st and ending the following June 30th.

K. “Maximum Annual Contract Amount” - means the maximum annual amount to be paid under this contract.

L. “Participant” - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.

M. “Program” - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work (SOW).

N. “Subcontract” - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

O. “Corrective Action Plan” or “CAP” – means a document that serves as CONTRACTOR’s commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Part II, Section 71.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub- section 71.1 and Attachment BB, Contract Investigation/Monitoring/Audit Remedies and Procedures.

P. “Do Not Refer Status” or “DNR Status” – means all new referrals to CONTRACTOR are suspended, as further discussed in Part II, Section 71.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub- section 71.3, Do Not Refer Status and

Attachment BB, Contract Investigation/Monitoring/Audit Remedies and Procedures.

Q. "Do Not Use Status" or "DNU Status" – means all new referrals to CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR's facility(ies), as further discussed in Part II, Section 71.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 71.4, Do Not Use Status and Attachment BB, Contract Investigation/Monitoring/Audit Remedies and Procedures.

R. "Hold Status" – Contract Investigation/Monitoring/Audit Remedies and Procedures. means a temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for up to a 45 Day period at any time during investigations, as further defined in Part II, Section 71.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 71.2 of this Contract and Attachment BB, Contract Investigation/Monitoring/Audit Remedies and Procedures.

2.0 TERM

2.1 The term of this Contract shall commence on July 1, 2022 or the date of execution by the Director of the Department of Children and Family Services (DCFS), whichever is later through June 30, 2023 with two optional one year extensions through June 30, 2025, unless terminated earlier or extended, in whole or in part, as provided in this Contract. Each such extension option may be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR.

2.2 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 for a period not to exceed six (6) months beyond the expiration date listed on 2.1 above, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

2.3 The COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

2.4 The CONTRACTOR shall notify COUNTY when this Contract is within six (6) months of the expiration of the term. Upon occurrence of this event, the CONTRACTOR shall send written notification to COUNTY Program Manager.

3.0 ANNUAL CONTRACT AMOUNT

3.1 The Maximum Annual Contract Amount for this contract is $_____.

3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed-priced Contract not to exceed the Maximum Annual Contract Amount each Contract year. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit A-2, Pricing Schedule, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 4.0, Invoices and Payments, of this Contract.

3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

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

3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

3.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the Maximum Annual Contract Amount under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Attachment I, COUNTY's Administration.

3.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit A-3, Line Item Budget and Budget Narrative 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 Annual Contract Amount, 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.

3.6.1 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five (5) percent of the Maximum Annual Contract Amount between personnel, employee benefits, supplies and expenses, equipment, and travel line items of CONTRACTOR's approved Budget each Contract year. CONTRACTOR shall submit such Budget Modifications to the COUNTY Program Manager. Budget Modifications shall be signed and dated by CONTRACTOR's authorized representative.

3.6.2 CONTRACTOR shall request COUNTY's approval in writing for any reallocation greater than five (5) percent of the Maximum Annual Contract Amount of the budget approved by the COUNTY. In any event, such revisions shall not result in any increase in the Maximum Annual Contract Amount. Such requests to COUNTY shall be addressed to the COUNTY Program Manager.

4.0 INVOICES AND PAYMENTS

4.1 For work performed in accordance with the terms of this Contract and Statement of Work (SOW), and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the rate of compensation specified in Exhibit A-2, Pricing Schedule and Exhibit A-3 Line Item Budget and Budget Narrative, 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 shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

4.3 Invoices submitted for services rendered for less than a full month, shall be paid on a prorated basis.

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 Code of Federal Regulations and the Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq) as applicable. Contractor is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html and at http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf

4.5 Contractor shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the County Program Manager for review and approval, as follows:

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

And send a duplicate copy to the County Program Manager as identified on Attachment I, County's Administration.

4.6 Payment to Contractor will be made in arrears on a monthly basis, 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.

4.7 In compliance with Internal Revenue Service (IRS) requirements, shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

4.8 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Maximum Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.

4.9 Contractor shall not be paid for expenditures beyond the Maximum Annual Contract Amount each Contract year, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Annual Contract Amount each Contract year.

4.10 Suspension and withholding of payment. In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor 's reporting, record

keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.

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

4.11.1 The 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 the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment

4.11.2 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 the Contractor. This provision shall survive the expiration or other termination of this Contract.

4.11.3 Contractor shall not be paid for expenditures beyond the Maximum Annual Contract Amount each Contract year, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Contract Sum.

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

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

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

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

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

5.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of 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 5.0 General Provisions and All Insurance Coverage and 5.16 Insurance Coverage 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.

5.1 Evidence of Coverage and Notice to County

5.1.1 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.

5.1.2 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.

5.1.3 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.

5.1.4 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.

5.1.5 Certificates and copies of any required endorsements shall be sent to:

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

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

5.1.6.1 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. Such reports shall be made in writing within 24 hours of occurrence.

5.1.6.2 Any and all claims, lawsuits and involvements in litigation, which may directly or indirectly affect their operation, service delivery, or care for children, youth, and NMDs, within 30 Days.

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

5.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy and sexual misconduct liability coverage 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.

5.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

5.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

5.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A: VII unless otherwise approved by County.

5.6 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

5.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

5.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

5.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

5.10 **Claims Made Coverage**

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

5.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

5.12 **Separation of Insureds**

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

5.13 **Alternative Risk Financing Programs**

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

5.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

5.15 **Compensation for COUNTY costs**

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

5.16 **Insurance Coverage**

5.16.1 **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

5.16.2 **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.

5.16.3 **Workers Compensation and Employers' 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. 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. 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.

5.16.4 Unique Insurance Coverage

5.16.4.1 **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.

5.16.4.2 **Professional Liability**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less

than three (3) years following this Agreement's expiration, termination or cancellation.

5.16.4.3 **Cyber (Privacy/Network Security) Liability**

The Contractor shall secure and maintain cyber liability insurance coverage with limits of $2 million per occurrence and $3 million in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

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

member of CONTRACTOR's staff passes or fails the backgrounds investigation.

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

6.3 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.

6.4 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.

6.5 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.

6.6 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.

7.0 CONFIDENTIALITY

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

7.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, "CONTRACTOR Acknowledgement and Confidentiality Agreement."

7.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.

7.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-3, "CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.

7.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

7.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

7.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 7.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 7.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the

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

7.9 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Sections 5328 through 5330, 827 and Section 10850 of the California Welfare and Institutions Code. All Placed Children's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the Child, shall be shared with CONTRACTOR pursuant to the DCFS policies in effect and applicable State and federal law.

8.0 CONTRACTOR'S STAFF IDENTIFICATION

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

8.2 CONTRACTOR is responsible to ensure that employees have obtained a COUNTY ID badge before they are assigned to work in a COUNTY facility. CONTRACTOR personnel may be asked by COUNTY representative to leave a COUNTY facility if they do not have the proper COUNTY ID badge on their person and CONTRACTOR personnel must immediately comply with such request.

8.3 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR shall retrieve and return an employee's COUNTY ID badge to the COUNTY on the next business day after the employee has terminated employment with the CONTRACTOR.

8.4 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR shall retrieve and return an employee's COUNTY ID badge to the COUNTY on the next business day after the employee has been removed from working on the COUNTY's Contract.

9.0 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 Project Manager. COUNTY may request immediate removal of Contractor's staff from performing services or supervising or managing those Contractor staff, or sub-contractor, independent contractors, consultants, or volunteers that perform services or spend time with County placed children, youth or NMDs under the Contract at any time during the term of the Contract.

10.0 DATA DESTRUCTION

CONTRACTOR(s) that have maintained, processed, or stored the County of Los Angeles' ("COUNTY") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the COUNTY, or external to the County's boundaries. The COUNTY must receive within ten (10) business days, a signed document from CONTRACTOR(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

CONTRACTOR shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization.* Vendor shall provide COUNTY with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

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

1.1 CONTRACTOR's Program Director

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

1.2 Recommendations Related to CONTRACTOR's Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

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

2.1 COUNTY Program Manager

The role of the COUNTY Program Manager may include:

1) Coordinating with CONTRACTOR and ensuring CONTRACTOR's performance of the Contract; however, in no event shall CONTRACTOR's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

2) Upon request of the CONTRACTOR, providing direction to the CONTRACTOR, as appropriate in areas relating to COUNTY policy, information requirements, and procedural requirements; however, in no event, shall CONTRACTOR's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

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

4) Overseeing the day-to-day administration of this Contract; however, in no event, shall CONTRACTOR's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

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

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

4.0 ASSIGNMENT AND DELEGATION/ MERGERS OR ACQUISITIONS

4.1 The CONTRACTOR shall notify the COUNTY of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the CONTRACTOR is restricted from legally notifying the COUNTY of pending acquisitions/mergers, then it should notify the COUNTY of the actual acquisitions/mergers as soon as the law allows and provide to the COUNTY the legal framework that restricted it from notifying the COUNTY prior to the actual acquisitions/mergers.

4.2 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, 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.

4.3 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.

4.4 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.

4.4.1 Any withdrawal or change of shareholders, members, directors or other persons named on CONTRACTOR's Community Care license application (which significantly changes CONTRACTOR's program as it existed at the time of the execution of this Contract) or any change in the license under CONTRACTOR's Community Care license is an assignment requiring COUNTY consent.

4.4.2 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute COUNTY consent.

4.4.3 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants, and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.

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 For any change which affects the scope of work, term, Annual Contract Amount, payments, or any term or condition included under this Contract, an Amendment shall be prepared by DCFS and executed by the Contractor and by the Director of DCFS, or his designee.

7.2 For any other changes which do not have an effect on the scope of work, period of performance, payments, or which does not materially alter any term or condition included in this Contract, a Change Notice shall be prepared by COUNTY, and executed by CONTRACTOR and County Program Manager or designee.

7.2.1 Certain Contract Exhibits, Attachments or provisions may be changed unilaterally by COUNTY to reflect any changes in applicable federal, state or local laws, regulations, ordinances, court orders, court rules or in COUNTY policies. If the change will result in a significant cost impact an Amendment will be prepared by COUNTY and executed by CONTRACTOR. If the change will result in no significant cost increase, a Change Notice shall be prepared by COUNTY, and executed by CONTRACTOR and County Program Manager or designee.

7.3 For any change not covered by Sub-sections 7.1 or 7.2, an Amendment to this Contract shall be prepared by COUNTY, signed by CONTRACTOR, and executed by COUNTY as authorized by the COUNTY's Board of Supervisors.

7.4 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the

right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the Contractor and by the Director of DCFS, or his designee.

7.5 The Director of DCFS or designee, may at his/her sole discretion, authorize extensions of time as defined in Section 2.0 - Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. Amendment to the Contract shall be prepared by DCFS and executed by the Contractor and by the Director of DCFS, or his designee.

7.6 CONTRACTOR shall be responsible for monitoring changes to any applicable laws, ordinances, regulations, and court rules impacting this Contract. CONTRACTOR shall at all times remain in compliance with all such laws, ordinances, regulations, and court rules, whether or not COUNTY has delivered a replacement exhibit.

8.0 CHILD ABUSE PREVENTION REPORTING

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

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

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

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

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

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program.

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

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

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMPLAINTS

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

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

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

10.2.2 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.

10.2.3 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.

10.3 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.

10.4 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.

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

11.0 COMPLIANCE WITH APPLICABLE LAWS

11.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

11.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and

regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

11.1.2 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).

11.2 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.

11.3 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 11.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

13.0 COMPLIANCE WITH JURY SERVICE PROGRAM

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

13.1 Written Employee Jury Service Policy

13.1.1 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.

13.1.2 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.

13.1.3 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.

13.1.4 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.

14.0 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.

15.0 CONFLICT OF INTEREST

15.1 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.

15.2 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.

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

Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor 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 re-employment list during the life of this Contract.

17.0 CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS

17.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the 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 Opportunity for Work (GROW) Program who meet the 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 the CONTRACTOR. CONTRACTOR shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

18.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B,

Attachment D, Auditor-Controller Contract Accounting and Administration Handbook.

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

18.3 FINANCIAL REPORTING

This section may be changed, updated or amended to incorporate the CDSS Financial reporting and cost reporting forms for the 10-day TSCF services as identified in the Interim Licensing Standards, Version I, released June 1, 2017 (Exhibit B: Attachment R) or in All County Letters, Information Notices or other notices issued by CDSS.

18.3.1 CONTRACTOR shall report annual revenues and expenditures on the TSCF Annual Revenue and Expenditure Report (Exhibit B: Attachment U). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Chief Executive Officer, or Chief Financial Officer or CONTRACTOR's Administrator, as defined in the 10-day TSCF, Interim Licensing Standards, Version I, released June 1, 2017 (Exhibit B: Attachment R).

18.3.2 The TSCF Annual Revenue and Expenditure Report (Exhibit B: Attachment U), shall be submitted to the COUNTY 120 days following the close of each Annual Contract Term.

18.3.3 The initial TSCF Annual Revenue and Expenditure Report (Exhibit B: Attachment U) may be for a period less than twelve (12) months, depending on the Contract effective date through the last day of the Contract Term. In the event that the TSCF Annual Revenue and Expenditure Report (Exhibit B: Attachment U) is not timely submitted, the COUNTY may take action, pursuant to policies and procedures outlined in Exhibit B, Attachment BB, Contract Investigation Monitoring and Audit Remedies and Procedures, the COUNTY shall notify CONTRACTOR in writing within fifteen (15) days prior to such status being used. The TSCF Annual Revenue and Expenditure Report (Exhibit B: Attachment U) shall be sent via electronic mail to:

Department of Children and Family Services
Contracts Administration Division
Fiscal Compliance Section
Attn: CAD-Fiscal-Compliance@dcfs.lacounty.gov

(This may be changed to a web portal for electronic submission by the Contractor's Chief Financial Officer or Controller).

And

County Program Manager defined as indicated on the Exhibit B, Attachment I, County's Administration.

18.3.4 Submission of Internal Revenue Service (IRS) and Employment Development Department (EDD) Transcripts.CONTRACTOR shall submit to COUNTY a true and correct and complete copy of its IRS and EDD Account Transcripts showing each of its quarterly IRS Form 941 and EDD Form DE-9 filings (hereafter "IRS and EDD Transcripts"). CONTRACTOR shall submit its IRS and EDD Transcripts in a timely fashion, as set forth in this Contract, and time shall be of the essence with regard to the submission of the IRS and EDD Transcripts to the COUNTY.CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the first and second quarters of the calendar year, not later than September 30, of the year in which the IRS Form 941 and EDD Form DE-9 were filed.

18.3.7 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 fillings, filed during the third and fourth quarters of the calendar year, not later than March 31, of the year immediately following the year in which the IRS Form 941 and EDD Form DE-9 were filed.

18.3.8 In the event CONTRACTOR does not file the IRS Form 941 and EDD Form DE-9 during a quarter, CONTRACTOR shall submit to the COUNTY, in addition to the transcripts identified above, a true and correct copy of its Internal Revenue Service Verification of Non-filing ("IRS VN") and Employment Development Department Employer Account Statement ("DE-2176").

18.3.9 CONTRACTOR shall submit its IRS and EDD Transcripts, and any IRS VN and EDD DE-2176 by electronic mail, addressed as set forth below:

Department of Children and Family Services
Contracts Administration Division
Fiscal Compliance Section

Email: CAD-Fiscal-Compliance@dcfs.lacounty.gov

With a copy to the County Program Manager (CPM) in accordance with the Attachment I, County's Administration.

18.3.10 CONTRACTOR and COUNTY agree that each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY, or which should have been submitted by CONTRACTOR to the COUNTY pursuant to the terms of this Contract, is incorporated by reference into this Contract and the parties shall not assert that any such document constitutes parole evidence.

18.3.11 CONTRACTOR and COUNTY agree that the copies of each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract shall become the property of the COUNTY.

18.3.12 CONTRACTOR understands and acknowledges that COUNTY is subject to the provisions of the California Public Records Act; consequently, every IRS Transcript and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract becomes a matter of public record, with the exception of those parts of each submitted document which are specifically identified, and plainly marked, by the CONTRACTOR, at the time of submission to the COUNTY, as exempt from disclosure pursuant to the provisions of the California Public Records Act. For purposes of this Contract, parts of each submitted document are not specifically identified and plainly marked unless they specifically identify the legal authority and operative facts which exempt the part from disclosure pursuant to the California Public Records Act.

18.3.13 CONTRACTOR and COUNTY agree that the COUNTY shall not, in any way, be liable or responsible for the disclosure of any IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any part of any IRS and EDD Transcripts or IRS VN and EDD DE-2176, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

18.4 CONTRACTOR and COUNTY agree that a blanket statement of exemption, confidentiality or the marking of each page of an IRS Transcript and EDD Transcript or IRS VN and EDD DE-2176, as exempt or confidential shall not be sufficient to exempt the IRS and EDD Transcripts, IRS VN and EDD DE- 2176, or any portion thereof, from disclosure by the COUNTY. The CONTRACTOR must specifically label only those portions of the IRS and EDD Transcripts or IRS VN and EDD

DE-2176 which are exempt from disclosure pursuant to the California Public Records Act and provide a citation to the legal authorities which render the portion exempt from disclosure.

18.5 CONTRACTOR shall be responsible for annual or triennial financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual or triennial financial audits, as applicable, when required by any governmental entity (e.g. Federal government, CDSS, COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted governmental auditing standards. Within thirty (30) days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports by mail or email to:

Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Email: CAD-Fiscal-Compliance@dcfs.lacounty.gov

19.0 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.

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

20.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors, finds in its discretion, that the CONTRACTOR has done any of the

following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

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

20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

20.7 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

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

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

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

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

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

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

22.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

23.0 CONTRACTOR'S WORK

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

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

24.0 COUNTY'S QUALITY ASSURANCE PLAN

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

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

25.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax

obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

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

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

26.0 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 FAIR LABOR STANDARDS

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

29.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS

29.1 CONTRACTOR shall fully comply with all applicable Federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Contract.

29.2 A Fixed Asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two (2) years and an acquisition cost of $5,000 or more of COUNTY funds per unit capitalized.

29.3 CONTRACTOR shall for any Real Property, land, or Fixed Asset costing $35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least fifteen (15) business days prior to any purchase (including Capital Leases as defined by Generally Accepted Accounting Principles (GAAP)), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part II, Sub-section 59.8), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by mail or email, contacting the County Program Manager as indicated on Exhibit B, Attachment I of this Contract, County's Administration. COUNTY shall, within fifteen (15) working days of receipt of any such request for approval, provide a written response to CONTRACTOR by mail or email. If COUNTY's response is not received within ten (10) working days, CONTRACTOR will notify the Director's designee.

29.4 Upon obtaining COUNTY's prior written approval, the items referenced in Sub-section 29.3 may be purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in Sub-section 29.3 will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 29.3, shall be deemed owned by CONTRACTOR.

30.0 FORCE MAJEURE

30.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

30.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

30.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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 GAIN/GROW participants, and COUNTY employees, as described in Part II, Sections 16.0 and17.0, 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 mail or email, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attn: Division Chief, Youth Development Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
EMAIL: youthds@dcfs.lacounty.gov

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).

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

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

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

35.0 LIQUIDATED DAMAGES

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

correct deficiencies within said time frame, the Director or his/her designee may:

(a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars ($200) per day per infraction for first incidence, and Five Hundred Dollars ($500) per day per infraction for same incident within a 12-month period, or as may be specified in Exhibit A-1, Performance Requirements Summary (PRS) Charts, 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; 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 35.2 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 35.2, 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 Exhibit B, 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 COUNTY 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 or County Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract.

If the County Program Manager or County Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

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 Notice 1015, attached hereto as Exhibit B, Attachment E.

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 sent by mail or email, to the parties as identified in Attachment H, CONTRACTOR's Administration and Attachment I, 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.

Unless otherwise specifically provided in this Contract, all notices to COUNTY shall be given in writing, sent by mail or email addressed to the following:

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

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 45.5, 45.6, and 45.7 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

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

48.1 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 thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject

to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

48.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 48.2 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

48.3 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.

48.4 Record Keeping During and After a Disaster

CONTRACTOR shall ensure that all records for placed children/youth are current and accessible to the greatest extent possible at all times, including during and after a disaster(s). This includes, but is not limited to records related to Health, Medical, Dental, Mental Health, Vision, Education, Job Training, etc.

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 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

50.1 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" 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 Contractor and its Subcontractor(s), can access posters and other campaign material at www.babysafela.org.

50.2 NOTICE TO EMPLOYEES REGARDING SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract and is ~~also~~ available on the internet at www.babysafela.org.

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 Section 48.0 (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, defend, and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.

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. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files

52.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

52.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

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

before any Subcontractor employee may perform any work hereunder.

52.9 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:

52.9.1 An executed Exhibit B, Attachment C-2, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

52.9.2 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

52.9.3 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.

52.10 CONTRACTOR shall provide County Program Manager with copies of all executed subcontracts after County Program Manager's approval.

52.11 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.

52.12 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.

52.13 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 the COUNTY:

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 53.3, 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 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.

53.6 The rights and remedies of the County provided in this sub-paragraph 53.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

53.7 In the event COUNTY terminates this Contract in whole or in part as provided in this Section, COUNTY may recover damages to the extent permitted by applicable law. After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of 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 or otherwise the date stated upon which such termination becomes effective.

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, 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 REVIEW OF USE OF FUNDS

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

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

59.2 The monthly rate of compensation specified in the Pricing Schedule must be tied to the COUNTY approved agency Budget.

59.3 CONTRACTOR shall use all DCFS funds paid to and expended by Contractor only for the care and services and reasonable and allowable expenditures in providing the necessary Services, as specified in this Contract Statement of Work for children referred by the COUNTY in Contractor's TSCF program. Such expenditures shall be in accordance with the California Department of Social Services Manual of Policy and Procedures and applicable federal regulations including, 45 Code of Federal Regulations (CFR) Part 74, and 2 Code of Federal Regulations (CFR) Chapter I, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or any federal regulations that supersede these. In the event of conflict between State and Federal regulations or between State regulations and COUNTY policies in determining the allowability of cost such conflict or inconsistency shall be resolved by giving precedence to Federal regulations. Any funds not expended in accordance with the above regulations will be disallowed on audit, and will require repayment by CONTRACTOR. Reasonable funds may be rolled over between fiscal years as a prudent reserve.

59.4 Within 120 days after each Annual Contract Term, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR's Expenditures for the then current fiscal year. CONTRACTOR's cost allocation plan shall be developed in accordance with the principles included in the County Auditor-Controller Contract Accounting and Administration Handbook (Attachment E); California Manual of Policy and Procedures, Sections 11-400, 11-402, 11-403, 11-404, and 11-420; the applicable federal regulations 41 CFR, 45 CFR Part 74 and 74.2, OMB Circular A-2 CFR § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Attachment O), or any Federal regulations that supersede these.

59.5 In addition to the monthly rate of compensation, CONTRACTOR must be qualified and authorized to access categorical funding for which a Family/child is qualified, including, but not limited to, DCFS funds, Title IXX Medi-Cal, Medi-Caid, Temporary Assistance to Needy Families (TANF), and Healthy Families.

59.6 Any DCFS funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Part II, Section 41.0 Notice of Dispute and Section 59.0 Review of Use of Funds.

59.7 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of funds, paid to and Expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of Los Angeles County Foster Children, and to determine the appropriate disposition of unallowable Expenditures.

59.8 Total accumulated unexpended funds (TAUF) shall include CONTRACTOR's unexpended funds. CONTRACTOR's TAUF shall be reflected on the Temporary Shelter Care Facility Annual Revenue and Expenditure Report (Attachment U).

59.9 At the end of each Annual Contract Term, any TAUF that is equal to or less than two months budgeted revenues for COUNTY's Temporary Shelter Care Facility (TSCF) Program for its next fiscal year may be retained by CONTRACTOR for future use for the benefit of Temporary Shelter Care Facility enrolled Children for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that CONTRACTOR's TAUF, at the end of any given CONTRACTOR fiscal year, exceeds the TAUF Ceiling, CONTRACTOR shall develop a plan regarding how to utilize the TAUF for the benefit of the Children and Families it serves for reasonable and allowable costs, and shall submit the plan to County Program Director for review and approval within 60 Days of the fiscal year end. Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200 et. Al and 2 CFR 1.100, Title 2, Part 1 (Attachment M); California Manual of Policy and Procedures, Sections 11-400, 11-402, 11-403, 11-404 through 11-404.2.24, and 11-420; and 45 CFR 74.2 provide examples of permissible uses of unexpended funds. Said Sections may provide a guideline for permissible uses of TAUF. However, all CONTRACTOR plans for uses of TAUF require pre-approval by the California Department of Social Services (CDSS).

59.10 If the plan is not approved, CONTRACTOR shall, in consultation with COUNTY, work to develop a revised plan that is acceptable to COUNTY within 30 days of denial of proposed plan. DCFS shall respond in writing within 25 days of receipt of CONTRACTOR's revised plan. CONTRACTOR shall respond with any proposed amendments to revised plan within 15 business days of receipt of DCFS' written response. DCFS will issue a final plan within 5 days of receipt of CONTRACTOR's amendments.

59.11 CONTRACTOR's failure to develop an appropriate plan for the utilization of excess TAUF, or the Expenditure of excess TAUF without a COUNTY approved plan shall constitute a material breach of the Contract. In such instance, COUNTY may take appropriate action, pursuant to this Contract, including, but not limited to, requesting repayment of funds.

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.

64.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges and certifies in Attachment V, Zero Tolerance on Human Trafficking Policy Certification that the COUNTY has established a Zero Tolerance Policy on Human Trafficking prohibiting CONTRACTORs from engaging in human trafficking.

If a CONTRACTOR or member of CONTRACTOR's staff is convicted of a human trafficking offense, the COUNTY shall require that the CONTRACTOR or member of CONTRACTOR's staff be removed immediately from performing services under this CONTRACT. COUNTY will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of CONTRACTOR's staff pursuant to this paragraph shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this CONTRACT.

65.0 COMPLIANCE WITH ENCRYPTION REQUIREMENTS

65.1 Data Encryption

CONTRACTOR and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below in Paragraph 43.1.1, 43.1.2, and 43.1.3; and, as PI is defined in California Civil Code Section 1798.29(g), PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations, and MI is defined in California Civil Code Section 56.05(j).

65.1.1 Stored Data

CONTRACTORS' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) shall require encryption (i.e. software and/or hardware) in accordance with: a) Federal Information Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

65.1.2 Transmitted Data

All transmitted (e.g. network) COUNTY PI, PHI and/or MI require encryption in accordance with: a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

65.1.3 Certification

The COUNTY must receive within ten (10) business days of its request, a certification from CONTRACTOR (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above in CONTRACTOR's Compliance with Encryption Requirements Form (Attachment W). In addition, CONTRACTOR shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 43.0 (Data Encryption) shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

66.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

CONTRACTOR shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. CONTRACTOR's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract.

67.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The CONTRACTOR acknowledges that the COUNTY takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The CONTRACTOR further acknowledges that the COUNTY strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The CONTRACTOR, its employees and subcontractors acknowledge and certify

receipt and understanding of the CPOE. Failure of the CONTRACTOR, its employees or its subcontractors to uphold the COUNTY's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the CONTRACTOR to termination of contractual agreements as well as civil liability.

68.0 MANDATORY REQUIREMENT TO REGISTER ON FEDERAL SYSTEM FOR AWARD MANAGEMENT

CONTRACTOR represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential CONTRACTORs must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at https://www.sam.gov/SAM/. CONTRACTOR certifies that it in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. CONTRACTOR certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Attachment X.

69.0 TIME OFF FOR VOTING

The CONTRACTOR shall notify its employees, and shall require each SUBCONTRACTOR to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every CONTRACTOR and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

70.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

71.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer Status or Do Not Use Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Sub-sections 71.2, 71.3, and 71.4 are internal DCFS procedures and are titled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS may vary from the current protocol and procedures when such variance is required to protect the health and safety of Placed Children. A copy of the COUNTY's current policies and procedures is attached herein as Attachment BB, Contract Investigation/Monitoring/Audit Remedies and Procedures.

71.1 Corrective Action Plan (CAP)

71.1 When DCFS reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS may require CONTRACTOR to provide a CAP and DCFS and CONTRACTOR may enter into a CAP. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Attachment BB, Contract Investigation/Monitoring/Audit Remedies and Procedures.

71.1.1 Notwithstanding the above, Audit Remedies and Procedures which require a CAP to include repayment of Overpayments, governed by MPP Sections 45-304 through 45-306 inclusive, will be included in the CAP after COUNTY's review of MPP Section 45-304.126, if appropriate. CONTRACTOR will be provided with State Form Notice of Action 1261. The voluntary agreement to repay an Overpayment by CONTRACTOR, set forth in a CAP shall be in compliance with MPP Section 45-305.2.23. If CONTRACTOR disputes the Overpayment, COUNTY's additional contract remedies available for a CAP including, but not limited to, those remedies described in Part II, 71.0, Hold Status, Do Not Refer Status, Do Not Use Status and CAP, if the issue in dispute is solely the repayment of the identified Overpayment, governed by MPP Sections 45-304 through 45-306, inclusive, will be contingent on: a) exhaustion of due process in favor of COUNTY, and

CONTRACTOR fails to repay the Overpayment; or b) voluntary or involuntary agreement to repay the Overpayment exists with County and Contractor fails to repay the Overpayment (or unexpended funds) pursuant to the voluntary or involuntary agreement.

71.1.2 However, when any other additional disputes exist, either solely or in addition to the Overpayment issues, COUNTY may employ the use of contract remedies as described in Part II, Section 71.0 Hold Status, Do Not Refer Status, Do Not Use Status and CAP above, as it pertains to non-Overpayment, regardless of the Overpayment being in dispute and any outstanding due process or administrative remedies which may exist for a disputed Overpayment.

71.2 Hold Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status, for up to a 45-day period at any time during investigations, auditing, or monitoring when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to sub-section 71.1, and as further described in Attachment BB, Contract Investigation/Monitoring/ Audit Remedies and Procedures.

71.2.1 Notwithstanding the above, COUNTY may also elect to employ a Hold Status (Sub-section 71.2,), unless child safety is at issue, involving Overpayments only after compliance with MPP Sections 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP Sections 45-305.2.21 through 45-305.2.24), failure to repay per voluntary agreement pursuant to MPP Section 45-304.1.124, or failure to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP Sections 45-304.51 through 45-304.52).

71.2.2 Under warranted circumstances, a Hold Status may be rescinded, on a 10-day TSCF as provided in Attachment BB, Contract Investigation/Monitoring/Audit Remedies and Procedures.

71.3 Do Not Refer Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Do Not Refer Status, when COUNTY reasonably believes, in its sole discretion based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 71.1, and as further described in Attachment BB, Contract Investigation/Monitoring/Audit Remedies and Procedures.

When Do Not Refer Status is implemented, a CAP may be established, as provided in Attachment BB, Contract Investigation/Monitoring/Audit Remedies and Procedures. Do Not Refer Status is removed if the CONTRACTOR conforms to the CAP in terms of content and timeframe, or as provided in Attachment BB, Contract Investigation/Monitoring/Audit Remedies and Procedures.

71.3.1 Notwithstanding the above, COUNTY may also elect to employ a Do Not Refer Status (Sub-section 71.3), unless child safety is at issue, involving Overpayments only after compliance with MPP Sections 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP Sections 45-305.2.21 through 45-305.2.24), failure to repay per voluntary agreement pursuant to MPP Section 45-304.1.124, or failure to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP Sections 45-304.51 through 45-304.52).

71.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all Placed Children from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status, when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 71.1, and as further described in Attachment BB, Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a Do Not Use Status may be rescinded, as provided in Attachment BB, Contract Investigation/Monitoring/Audit Remedies and Procedures.

71.4.1 Notwithstanding the above, COUNTY may also elect to employ a Do Not Use Status (Sub-section 71.4), unless child safety is at issue, involving Overpayments only after compliance with MPP Sections 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP Sections 45-305.2.21 through 45-305.2.24), failure to repay per voluntary agreement pursuant to MPP Section 45-304.1.124, or failure to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP Sections 45-304.51 through 45-304.52).

71.5 Notice Requirements

COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS' decision to place CONTRACTOR on Child Safety/Endangerment/Insurance Provisions Holds. Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status, or implementing Do Not Refer or Do Not Use Status.

COUNTY will notify CONTRACTOR in writing fifteen (15) Days prior to DCFS' intention to place CONTRACTOR on Hold Status for Administrative reasons (except insurance provisions). COUNTY will notify CONTRACTOR in writing seventy-two (72) hours prior to DCFS' intention to implement Do Not Refer, or Do Not Use Status related to Administrative reasons (except insurance provisions). Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status.

When Do Not Refer or Do Not Use Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as described in Attachment BB) to discuss the COUNTY's decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference (please refer to Attachment BB, Contract Investigation/Monitoring/Audit Remedies and Procedures).

71.6 Termination Hold Status

COUNTY may place CONTRACTOR on Termination Hold. COUNTY may also place CONTRACTOR on Termination Hold if CONTRACTOR's facility license is suspended or revoked, or if CONTRACTOR receives notice that its Foster Care Rate Letter will be terminated. Notwithstanding any other provision of this Contract, in the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children from the CONTRACTOR's supervision. In such event, no DCFS/Probation local agency grievance policies and procedures will occur.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TEMPORARY SHELTER CARE FACILITY SERVICES CONTRACT NUMBER _____

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Contract to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract. This Contract may be executed in separate counterparts and may be delivered by electronic facsimile; each counterpart, when executed and delivered, shall constitute a duplicate original but all counterparts together shall constitute a single agreement.

COUNTY OF LOS ANGELES

By: _____ Date: _____

BOBBY D. CAGLE, DIRECTOR
Department of Children and
Family Services

CONTRACTOR

_____

By: _____ Date: _____

Name: _____

Title _____

By: _____ Date: _____

Name: _____

Title _____

_____
Tax Identification Number

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____ Date: _____
David Beaudet, Senior Deputy County Counsel

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

10-DAY TEMPORARY SHELTER CARE FACILITY

STATEMENT OF WORK

_____ 2022

PART F – PERFORMANCE REQUIREMENTS SUMMARY (PRS)

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

COUNTY'S PERFORMANCE MEASURE SUMMARY & GOALS: SAFETY

PROGRAM: Temporary Shelter Care Facility (TSCF)

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

PROGRAM GOALS AND OUTCOME:

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

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

EXHIBIT A-1

COUNTY'S PERFORMANCE MEASURE SUMMARY & GOALS:

WELL-BEING/SELF SUFFICIENCY

PROGRAM: Temporary Shelter Care Facility (TSCF)

PROGRAM TARGET GROUPS: Children in need of TSCF Services

PROGRAM GOALS AND OUTCOME:

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

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

EXHIBIT A-1a: PERFORMANCE REQUIREMENTS SUMMARY

Required Services	Performance Standard	Monitoring Method	Remedies for Non-compliance with Performance Standard
CONTRACTOR shall accept all referred TSCF Children and make beds available on a 24 hours, seven-days-per-week basis, in accordance with sections Part C: Section 2.0 of this SOW.	100% Compliance	Monitoring methods shall include, but shall not be limited to, the following: Bi-annual home evaluations based on Title XXII regulations by either CPM or designee. Notice from CCLD about non-compliance with licensing requirements. Contract performance monitoring by CPM or designee. Reports by the CSW of CONTRACTOR'S non-compliance. Complaints filed by DCFS Children.	If CONTRACTOR receives a written notice of its non-compliance with this SOW and/or Contract, CONTRACTOR shall submit to the COUNTY, within 48 hours from receipt of such written notice, a written Corrective Action Plan (CAP), which shall contain an explanation of the problem, and a plan for correcting the problem, which is subject to COUNTY approval.
CONTRACTOR shall comply with the Foster Youth Bill of Rights (Exhibit A-12), and provide supervision to TSCF Children in the facility at all times, in accordance with sections Part D: Sections 1.0 and 2.0 of this SOW.	100% Compliance		
CONTRACTOR shall supervise and monitor TSCF Children in the facility at all times, in accordance with sections Part D: Sections 1.0 and 2.0 of this SOW.	100% Compliance		
CONTRACTOR shall comply with DCFS' policies and instructions for the removal of TSCF Children, in accordance with sections Part E: Section 1.0 of this SOW.	100% Compliance		
CONTRACTOR shall comply with the reporting procedures, in accordance with sections EXHIBIT A-7a and A-9a; Part E: Sub-Section 1.7 of this SOW.	100% Compliance		
CONTRACTOR shall comply with the training requirements, in accordance with sections Part A: Section 7.0, Sub-Section 7.3.1 of this SOW.	100% Compliance		
CONTRACTOR shall comply with the County's Goals in accordance with Part A: Section 5.0 and Part E of this SOW.	100% Compliance		
CONTRACTOR shall comply with the Performance Requirement Summary, in accordance with Exhibit A-1a of this SOW.	100% Compliance		

EXHIBIT A-2

PRICING SCHEDULE / MONTHLY OPERATIONAL RATE

TEMPORARY SHELTER CARE FACILITY (TSCF) SERVICES CONTRACT

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

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

12 Bed TSCF Monthly Operational Rate:	$_____

_____
CONTRACTOR

_____
CONTRACT NUMBER

_____
CONTRACTOR'S SIGNATURE NAME DATE

_____
CONTRACTOR'S SIGNATURE NAME DATE

EXHIBIT A-3

Line Item Budget and Budget Narrative

EXHIBIT A-4

TEMPORARY SHELTER CARE FACILITY
CONTRACTOR'S INVOICE

Invoice No. _____

Contractor's Name (Please Print): _____
Street Address: _____
City, State Zip Code: _____
License Number: _____

A. I certify that for the month of _____, 20___, Temporary Shelter Care Facility Monthly Operational Rate is $ _____.

B. I certify that the amount totaled above is for the operation of a TSCF facility for the month as stipulated in Section A.

_____ _____ _____
Signature of Contractor Print Name Date

C. I agree that the total amount in Section A is due to the CONTRACTOR.

_____ _____ _____
TSCF Program Manager Signature TSCF Program Manager Name Date

MAIL INVOICES TO:

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
BUREAU OF SPECIALIZED RESPONSE SERVICES
TEMPORARY SHELTER CARE FACILITY
ATTN : CONTRACTS ACCOUNTING
425 SHATTO PLACE, ROOM 204
LOS ANGELES, CA 90020

EXHIBIT A-5

CHILD AND YOUTH CRISIS STABILIZATION TEAMS (FUNDED BY SENATE BILL 82)

FACT SHEET

Program Description

Child and Youth Crisis Stabilization (CYCS) Teams (funded by Senate Bill 82) were devised to provide triage/crisis services to underserved and vulnerable populations for whom field-based crisis response services are currently inadequate. It is intended to improve life outcomes for the persons served and improve system outcomes for mental health and its community partners. The goal is to assist with treatment engagement, stabilizing placement and providing linkage to ensure that the needs of the Katie A. Subclass are appropriately and effectively met. CYCS Teams focus on children and youth awaiting placement at the Child Welcome Center (CWC) and Youth Welcome Center (YWC). Los Angeles County Department of Mental Health (DMH) has entered into a sole source agreement with Violence Intervention Program (VIP) Community Mental Health to provide these intensive services.

Target Population

CYCS Teams target children/youth:

- Ages birth to 21 years old,
- Who have an open DCFS Case and detainment by DCFS,
- Who have three or more CWC or YWC entries due to placement disruptions within the last 12 months,
- Who have a Serious Emotional Disturbance (SED) Diagnosis and meet Medi-Cal medical necessity criteria for specialty mental health services.

Service Components

Children and youth entering the CWC and YWC, who meet the above stated target population will be assessed to determine the immediate level of support and intervention needed, including mental health, which will best assist DCFS Children's Social Workers in placement decision making. Services will include crisis stabilization, intensive targeted case management and linkage.

Services will consist of the following:

- The Mental Health Triage Assessment Team (MHTAT) will assess children/youth entering the CWC/YWC (for the third time of more) to determine the immediate level of support and intervention needed. They will have input into treatment planning and determining a best match for placement. Triage therapist will refer the children and youth that meet eligibility criteria to the Youth Placement Stabilization Team (YPST).

- The Youth Placement Stabilization Teams (YPST) will follow children/youth out of the CWC or YWC and into their community placement for up to 60 days (or until the child/youth is stabilized in placement and engaged in treatment), to ensure the wellness of fit of the placement for the specific child and that the child or youth has been securely engaged with their mental health care provider, among other activities. Children/youth will receive Intensive Care Coordination Services (ICC) and/or In-Home Based Services (IHBS) and an array of mental health services (i.e. assessment, individual therapy, collateral, targeted case management, 24/7 crisis intervention/coverage, Child and Family Team (CFT) meetings, if appropriate).

- Triage and emergency/crisis intervention services are available at the CWC/YWC Mon – Fri from 3:00 P.M. – 11:00 P.M. The triage supervisor is available Mon – Fri from 8:00 A.M. – 4:00 P.M. (available to the triage clinician if a crisis arises).

- LPS assessments will be available daily from 3:00 P.M. – 11:00 P.M. LPS designated staff will be on call for all cases open under the CYCS Team.

- Peer Partners are at the YWC Mon – Sun from 6:00 P.M. – 10:00 P.M. and Sat/Sun from 11:00 A.M. – 5:00 P.M.

Funding: Mental Health Wellness Act of 2013/SB 82 grant award

For questions regarding VIP and the CYCS Teams contact:
Monique Gooding, LCSW 213.739.5493, MGooding@dmh.lacounty.gov
Kanchana Tate, LCSW 213.739.5481, KTate@dmh.lacounty.gov

EXHIBIT A-6

Personal Rights Children's Residential Facilities (LIC613B Personal Rights form) can be found at:

http://www.cdss.ca.gov/cdssweb/entres/forms/English/LIC613B.PDF

EXHIBIT A-7a

FOSTER YOUTH BILL OF RIGHTS

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

I. The right to be treated with respect.

1. The facility shall ensure that the resident and his/her authorized representative(s) are offered the opportunity to participate in the development of the needs and service plan. 84068.2(d)

2. Facilities shall ensure that privacy rights of residents are respected, individual privacy shall be provided in all toilet, bath, shower, and dressing areas. 84088(b)(4)

3. Staff shall treat residents with respect and shall be prohibited from humiliating, intimidating, ridiculing, coercing or threatening residents. 80072 (a)(3)

4. Access to bathrooms shall not be unreasonably limited during waking or sleeping hours.

5. Residents shall have the right to be free to attend religious services and activities of their choice. Attendance at religious services, in or out of the facility, shall be on a completely voluntary basis. 80072 (a)(5)(A)

6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities, and are not prohibited by court order or by the resident's authorized representative(s). 84072 (b)(5)

II. The right to adequate living conditions.

1. The home must meet licensing standards.

2. Residents shall have the right to privacy in their own rooms and shall not be prohibited from closing the doors to their rooms absent specific concerns for the safety of the resident.

3. Residents shall be allowed to possess and use their own toilet articles. 84072(b)(7)

4. Residents shall have access to individual storage space for their private use.

5. Residents shall possess and use their own personal items unless prohibited as part of a discipline program. 84072(b)(9)

6. Residents shall be provided with adequate food pursuant to 80076, including between meal nourishment or snacks. 80076(a)(4)

7. Residents who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.

8. Residents shall not be required to perform chores which are beyond the scope of expectations as outlined in the house rules or discipline information reviewed at placement by the COUNTY worker and resident except on a voluntary basis and for compensation.

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

1. Non-resident staff shall not make medical decisions about the severity of an illness or injury or screen resident requests for medical attention without consultation with a physician, a nurse or a trained health practitioner.

2. Psychotropic medications shall not be administered without parental consent, court order or compliance with court policy for administration of psychotropic medications.

3. Facility staff shall respect the confidentiality of residents' medical or psychiatric treatment. Information about these treatments shall not be generally available to staff.

4. Residents have the right to a second opinion if requested before being required to undergo intrusive medical, dental or psychiatric procedures provided there is a resource for payment such as private insurance coverage for the resident Medi-Cal authorization, etc.

5. Residents have the right to contact their COUNTY social worker regarding receiving or rejecting medical care or health related services. 80072(a)(9)

EXHIBIT A-7b

Reference Link to the Foster Youth Rights Handbook:

http://www.cdss.ca.gov/cdssweb/entres/forms/English/pub396.pdf

EXHIBIT A-8

TEMPORARY SHELTER CARE FACILITY (TSCF)
iTrack REPORTING PROCEDURES

TSCF and iTrack Special Incident Reports

An iTrack Report is submitted at any time a Department of Children and Family Services (DCFS) dependent in out-of-home care is involved in a special incident (different incident categories apply). The iTrack Report is completed and submitted by CONTRACTOR via the Incident Tracking System (iTrack). The iTrack Reports' purpose is to document and inform a variety of interested parties (DCFS, Probation or Community Care Licensing (CCL)) regarding special incidents involving a child/youth/Non-Minor Dependent (NMD) of interest. The iTrack Automatically generates the iTrack Reports as they are submitted and notices are sent to all identified parties via e-mail. CONTRACTORs are mandated to report any incidents that may involve abuse or neglect to the Child Protection Hotline.

DCFS TSCF Administration automatically receives all iTrack Reports that are generated at any of the TSCF sites. On a daily basis, each iTrack Report is read, information is extracted and report is filed. The information extracted is entered into a detailed spreadsheet to capture identifying information of youth, Children's Social Worker (CSW), category of incident, law enforcement involvement, summary of incident and actions taken. Monthly, the total number of iTrack Reports are counted to report out on the volume of iTrack Reports per TSCF site and as a total.

The data captured on these reports may be utilized to for trend analysis and to be able to easily reference a youth or incident.

In the event that an iTrack identified a License Plate of a vehicle involved in an AWOL, the information is shared with the Multi-Agency Response Team or the Runaway Outreach Unit.

SPECIAL INCIDENT REPORTING (SIR) GUIDE
FOR TEMPORARY SHELTER CARE FACILITY PROVIDERS

The County of Los Angeles Departments of Children and Family Services (DCFS) and Probation Department (Probation) have developed this SIR guide. It does not supersede the requirements outlined in California Code of Regulations Title 22, Sections 80061, 84061, 87061, 87095.1, 88361, and 88487.6.

The Temporary Shelter Care Facility (TSCF) provider shall maintain a copy of all reports as required in Sections 1 through 6 of this guide in the placed child's file. The provider shall also summarize the information in the child's quarterly reports to the county worker. Children's files shall be retained at the facility for at least five years following the term of this Contract.

Many of these special incident reporting decisions require good judgment and sound discretion. If in doubt whether to report, the group home should call the appropriate agency for clarification. Whoever is reporting should be prepared for follow-up questions and have expertise in the reporting procedure.

The agency shall report special incidents to the DCFS TSCF administration, Children's Social Worker (CSW), , and Community Care Licensing Division (CCLD) via the **I-Track web-based system** at https://itrack.dcfs.lacounty.gov as specified in the tables below.

If the agency cannot obtain complete information regarding the incident within the required reporting timeframes, the agency should submit an initial SIR that includes as much information as possible. If the agency determines that it is necessary to provide additional information about an incident for which an I-Track report has already been submitted, the agency may submit an addendum within seven business days of becoming aware of the incident per the Title 22 requirements noted above. If the I-Track web-based system is off-line, the TSCF shall email the report per the tables below and resubmit the report via I-Track noting the date of the previously emailed transmission – when I-Track is available.

TABLE OF CONTENTS

TYPE OF INCIDENT **PAGE #**

1. **BEHAVIORAL/MENTAL HEALTH INCIDENT** – Incident that adversely affects the physical health, mental health, emotional health, educational well-being, or safety of a child.

   Incident **may include, but is not limited to**, the following examples:

   - Assaultive Behavior (Caregiver)
   - Assaultive Behavior (Peer)
   - Assaultive Behavior (Other)
   - Inappropriate Sexual Behavior
   - Medical Related *****
   - Physical Restraint
   - Police Involvement
   - Property Damage
   - Seclusion
   - Self-Injurious Behavior *****
   - Staff Related
   - Substance Abuse
   - Suicidal Ideation
   - Suicide Attempt *****
   - Theft

   *** Must be immediately reported**

HOW	TO WHOM	WHEN
Telephone	CSW	Within 24 hours
	TSCF Administration	Within 24 hours
	Parent	Within 24 hours
I-Track (email if I-Track is down and follow with I-Track submittal when the system is available)	CSW	Within 24 hours
	TSCF Administration	Within 24 hours
	CCLD	Within 24 hours

2. **INJURY, ILLNESS OR ACCIDENT** – Incident that results in medical treatment by a health care professional beyond routine medical care, with the exception of planned surgery. *If in doubt, report or call the required agency for clarification.*

   Incident **may include, but is not limited to**, the following examples:

   - Accident
   - Illness
   - Injury
   - Hospitalization (Medical or Psychiatric)

HOW	TO WHOM	WHEN
Telephone	CSW	Within 24 hours
	TSCF Administration	Within 24 hours
	Parent/guardian	Within 24 hours
I-Track (E-mail only if I-Track is down)	CSW	Within 24 hours
	TSCF Administration	Within 24 hours
	CCLD	Within 24 hours

3. DEATH

HOW	TO WHOM	WHEN
Telephone	CSW (Agency to confirm that DCFS will contact parent/guardian)	Immediately
	TSCF Administration	Immediately
	Child Protection Hotline (CPHL) at (800) 540-4000	Immediately
I-Track (E-mail only if I-Track is down)	CSW	Within 24 hours
	TSCF Administration	Within 24 hours
	CCLD	Within 24 hours

4. UNAUTHORIZED ABSENCE – Absence of a child without the permission and supervision of the caregiver, which threatens the physical health, emotional health, or safety of the child.

Incident **may include, but is not limited to**, the following examples:

- Abduction
- Runaway

HOW	TO WHOM	WHEN
Telephone	1. Law Enforcement	Immediately
	2. CSW (If after hours, call CPHL)	Immediately
	3. TSCF Administration	Immediately
	4. Parent/Guardian (if known)	Immediately
Email	PAS OD	Immediately
I-Track (email if I-Track is down and submit in I-Track when system is up)	CSW	Within 24 hours
	TSCF Administration	Within 24 hours
	CCLD	Within 24 hours

5. ALLEGED CHILD ABUSE – *All personnel are required by law to report known, suspected, or alleged incidents of child abuse as defined in Penal Code Section 11165-11174.4.*

Incident **may include, but is not limited to**, the following examples:

- Neglect (general and severe, including medical neglect)
- Physical – an injury purposefully inflicted upon a minor (including corporal punishment and willful cruelty or infliction of unjustifiable pain or punishment)
- Sexual (including sexual assault, sexual exploitation through pornography or prostitution, sexual activity between minors, and sexual activity between an adult and a minor)
- Verbal/Emotional

HOW	TO WHOM	WHEN
Telephone	CSW	Immediately
	TSCF Administration	Immediately
	CPHL for DCFS	Immediately
	Law Enforcement	Immediately
	Parent/guardian	Within 24 hours
I-Track (Fax only if I-Track is down)	CSW	Within 24 hours
	TSCF Administration	Within 24 hours
	CCLD	Within 24 hours

NOTE: Written submission of State Form SS8572, "Suspected Child Abuse Report," within 36 hours is mandatory. Please indicate in the SIR (I-Track) that the SS8572 is forwarded to required parties.

6. **AGENCY EMERGENCY/DISASTER** – Incident that involves the community or physical plant and may have a serious impact on residents or create a potentially dangerous environment.

   Incident **may include, but is not limited to**, the following examples:
   - Earthquake Damage
   - Epidemic
   - Explosion
   - Fire
   - Flood

HOW	TO WHOM	WHEN
Telephone	Local Fire Authority for all fires and explosions (Section 80061(b)(1) of CCR)	Immediately
	Local Health Officer for all epidemic outbreaks [California Code of Regulations § 80061(b)(1)]	Immediately
	CSW or	Within 24 hours
	TSCF Administration	Within 24 hours
	CCLD	Within 24 hours
I-Track (Email only if I-Track is down)	CSW or	Within 24 hours
	TSCF Administration	Within 24 hours
	CCLD	Within 24 hours

7. **SIGNIFICANT OPERATIONAL CHANGES** – Changes in an organization's operations and operational structure that may affect the services to the placed children and youth. **NOTE: While agencies are not required to report significant changes via I-Track, these incidents must be reported per the requirements in the California Code of Regulations Title 22, Sections 80061 and 84061, 87061, 88361, and 88487.6.**

   Incident **may include, but is not limited to**, the following examples:
   - Administration (e.g., Chief Executive Officer, Program Administrator, Mental Health Service Head, Facility Manager)
   - Mailing Address (For any facility or resource home)
   - Plan of Operation/Program Statement
   - Staffing disruption (e.g., strike, disaster evacuation or staff shortage)

EXHIBIT A-9

TEMPORARY SHELTER CARE FACILITY (TSCF) CONTACT NUMBERS

TSCF PROGRAM

Naftali Sampson, Division Chief	213-351-3289 (Office)
Michael Ross, Assistant Regional Administrator	213-743-8649 (Office)
	909-219-2284 (Cell)
Elia Godinez, Assistant Regional Administrator	213-743-8650 (Office)
	213-905-2752 (Cell)
Heidi Cruz-Mendez, Children's Service Administrator I	213-765-7437 (Office)
	213-503-0330 (Cell)
Fernando Ordaz, Children's Service Administrator I	213-765-7350 (Office)
	323-807-9344 (Cell)

EMERGENCY RESPONSE COMMAND POST

Evangelina E. Reina, Division Chief	213-765-7422
Charlene Robinson, Assistant Regional Administrator	213-765-7425
Barbara Martinez, Assistant Regional Administrator	213-765-7423
Wendy Luke, Assistant Regional Administrator	213-765-7424
Emilio Mendoza, Assistant Regional Administrator	323-765-2072
Adela Estrada, Children's Service Administrator III	213-763-1530

EXHIBIT A-9

Reporting Procedure:	***Contact the corresponding unit below:***	***At the telephone number listed below:***	***During the following hours:***	***On the following days:***
RUNAWAYS	Police Personnel	Local Police	24 Hours	Any Day
	Child Protection Hotline	(800) 540-4000	24 Hours	Any Day
	Social Worker	Regional Office	8:00 AM – 5:00 PM	Monday through Friday

EXHIBIT A-10

SERVICE DELIVERY SITES
for
TEMPORARY SHELTER CARE FACILITY (TSCF)

Administrative Office/Headquarters

AGENCY NAME	AGENCY CORPORATE ADDRESS	AGENCY CONTACT PERSON	TELEPHONE NUMBER/ EMAIL ADDRESS

Name of TSCF Contractor's Certified Administrator: _____

Name of Facility and Demographic(s) Served in Accordance with TSCF License

FACILITY NAME	DEMOGRAPHIC SERVED	NUMBER OF CONTRACTED BEDS	FACILITY ADDRESS	SPA	FACILITY MANAGER	TELEPHONE NUMBER/ EMAIL ADDRESS

Use additional sheets if necessary.

SERVICE DELIVERY SITES for TSCF

☐ **Yes** ☐ **No** Are any of the facilities listed above on County owned or County Leased property? If yes, please provide an explanation:

_____

_____

_____

☐ **Yes** ☐ **No** Do any or your agency's Board members or employees, or members of their immediate families own any property leased or rented by your agency? If yes, please provide an explanation.

_____

_____

_____

☐ **Yes** ☐ **No** Are all the sites and population served in accordance with the state license? If no, please provide an explanation.

_____

_____

On behalf of _____ (Contractor's name),
I _____ (Name of Contractor's authorized representative), certify that the information contained in this Service Delivery Sites – Exhibit A-10 is true and correct to the best of my information and belief.

_____
Print Name and Title of Principal Owner, an Officer, or Manager

_____
Signature of Principal Owner, an Officer, or Manager

_____
Date

Exhibit A-11

HEALTH AND SAFETY CODE
SECTION 1180-1180.6

1180. (a) The California Health and Human Services Agency, in accordance with their mission, shall provide the leadership and coordination necessary to reduce the use of seclusion and behavioral restraints in facilities that are licensed, certified, or monitored by departments that fall within its jurisdiction.

(b) The agency may make recommendations to the Legislature for additional facilities, or for additional units or departments within facilities, that should be included within the requirements of this division in the future, including, but not limited to, emergency rooms.

(c) At the request of the secretary, the involved state departments shall provide information regarding existing training protocols and requirements related to the utilization of seclusion and behavioral restraints by direct care staff who work in facilities within their jurisdiction. All involved state departments shall cooperate in implementing any training protocols established pursuant to this division. It is the intent of the Legislature that training protocols developed pursuant to this division be incorporated into existing training requirements and opportunities. It is further the intent of the Legislature that, to the extent feasible, the training protocols developed pursuant to Section 1180.2 be utilized in the development of training protocols developed pursuant to Section 1180.3.

(d) The secretary, or his or her designee, is encouraged to pursue federal and private funding to support the development of a training protocol that can be incorporated into the existing training activities for direct care staff conducted by the state, facilities, and educational institutions in order to reduce the use of seclusion and behavioral restraints.

(e) The secretary or his or her designee shall make recommendations to the Legislature on how to best assess the impact of serious staff injuries sustained during the use of seclusion or behavioral restraints, on staffing costs, and on workers' compensation claims and costs.

(f) The agency shall not be required to implement this section if implementation cannot be achieved within existing resources, unless additional funding for this purpose becomes available. The agency and involved departments may incrementally implement this section in order to accomplish its goals within existing resources, through the use of federal or private funding, or upon the subsequent appropriation of funds by the Legislature for this purpose, or all of these.

1180.1. For purposes of this division, the following definitions apply:

(a) "Behavioral restraint" means "mechanical restraint" or "physical restraint" as defined in this section, used as an intervention when a person presents an immediate danger to self or to others. It does not include restraints used for medical purposes, including, but not limited to, securing an intravenous needle or immobilizing a person for a surgical procedure, or postural

restraints, or devices used to prevent injury or to improve a person's mobility and independent functioning rather than to restrict movement.

(b) "Containment" means a brief physical restraint of a person for the purpose of effectively gaining quick control of a person who is aggressive or agitated or who is a danger to self or others.

(c) "Mechanical restraint" means the use of a mechanical device, material, or equipment attached or adjacent to the person's body that he or she cannot easily remove and that restricts the freedom of movement of all or part of a person's body or restricts normal access to the person's body, and that is used as a behavioral restraint.

(d) "Physical restraint" means the use of a manual hold to restrict freedom of movement of all or part of a person's body, or to restrict normal access to the person's body, and that is used as a behavioral restraint. "Physical restraint" is staff-to-person physical contact in which the person unwillingly participates. "Physical restraint" does not include briefly holding a person without undue force in order to calm or comfort, or physical contact intended to gently assist a person in performing tasks or to guide or assist a person from one area to another.

(e) "Seclusion" means the involuntary confinement of a person alone in a room or an area from which the person is physically prevented from leaving. "Seclusion" does not include a "timeout," as defined in regulations relating to facilities operated by the State Department of Developmental Services.

(f) "Secretary" means the Secretary of California Health and Human Services.

(g) "Serious injury" means significant impairment of the physical condition as determined by qualified medical personnel, and includes, but is not limited to, burns, lacerations, bone fractures, substantial hematoma, or injuries to internal organs.

1180.2. (a) This section shall apply to the state hospitals operated by the State Department of State Hospitals and facilities operated by the State Department of Developmental Services that utilize seclusion or behavioral restraints.

(b) The State Department of State Hospitals and the State Department of Developmental Services shall develop technical assistance and training programs to support the efforts of facilities described in subdivision (a) to reduce or eliminate the use of seclusion and behavioral restraints in those facilities.

(c) Technical assistance and training programs should be designed with the input of stakeholders, including clients and direct care staff, and should be based on best practices that lead to the avoidance of the use of seclusion and behavioral restraints, including, but not limited to, all of the following:

(1) Conducting an intake assessment that is consistent with facility policies and that includes issues specific to the use of seclusion and behavioral restraints as specified in Section 1180.4.

(2) Utilizing strategies to engage clients collaboratively in assessment, avoidance, and management of crisis situations in order to prevent incidents of the use of seclusion and behavioral restraints.

(3) Recognizing and responding appropriately to underlying reasons for escalating behavior.

(4) Utilizing conflict resolution, effective communication, deescalation, and client-centered problem solving strategies that diffuse and safely resolve emerging crisis situations.

(5) Individual treatment planning that identifies risk factors, positive early intervention strategies, and strategies to minimize time spent in seclusion or behavioral restraints. Individual treatment planning should include input from the person affected.

(6) While minimizing the duration of time spent in seclusion or behavioral restraints, using strategies to mitigate the emotional and physical discomfort and ensure the safety of the person involved in seclusion or behavioral restraints, including input from the person about what would alleviate his or her distress.

(7) Training in conducting an effective debriefing meeting as specified in Section 1180.5, including the appropriate persons to involve, the voluntary participation of the person who has been in seclusion or behavioral restraints, and strategic interventions to engage affected persons in the process. The training should include strategies that result in maximum participation and comfort for the involved parties to identify factors that lead to the use of seclusion and behavioral restraints and factors that would reduce the likelihood of future incidents.

(d) (1) The State Department of State Hospitals and the State Department of Developmental Services shall take steps to establish a system of mandatory, consistent, timely, and publicly accessible data collection regarding the use of seclusion and behavioral restraints in facilities described in this section. It is the intent of the Legislature that data be compiled in a manner that allows for standard statistical comparison.

(2) The State Department of State Hospitals and the State Department of Developmental Services shall develop a mechanism for making this information publicly available on the Internet.

(3) Data collected pursuant to this section shall include all of the following:

(A) The number of deaths that occur while persons are in seclusion or behavioral restraints, or where it is reasonable to assume that a death was proximately related to the use of seclusion or behavioral restraints.

(B) The number of serious injuries sustained by persons while in seclusion or subject to behavioral restraints.

(C) The number of serious injuries sustained by staff that occur during the use of seclusion or behavioral restraints.

(D) The number of incidents of seclusion.

(E) The number of incidents of use of behavioral restraints.

(F) The duration of time spent per incident in seclusion.

(G) The duration of time spent per incident subject to behavioral restraints.

(H) The number of times an involuntary emergency medication is used to control behavior, as defined by the State Department of State Hospitals.

(e) A facility described in subdivision (a) shall report each death or serious injury of a person occurring during, or related to, the use of seclusion or behavioral restraints. This report shall be made to the agency designated in subdivision (i) of Section 4900 of the Welfare and Institutions Code no later than the close of the business day following the death or injury. The report shall include the encrypted identifier of the person involved, and the name, street address, and telephone number of the facility.

1180.3. (a) This section shall apply to psychiatric units of general acute care hospitals, acute psychiatric hospitals, psychiatric health facilities, crisis stabilization units, community

treatment facilities, group homes, skilled nursing facilities, intermediate care facilities, community care facilities, and mental health rehabilitation centers.

(b) (1) The secretary or his or her designee shall develop technical assistance and training programs to support the efforts of facilities to reduce or eliminate the use of seclusion and behavioral restraints in those facilities that utilize them.

(2) Technical assistance and training programs should be designed with the input of stakeholders, including clients and direct care staff, and should be based on best practices that lead to the avoidance of the use of seclusion and behavioral restraints. In order to avoid redundancies and to promote consistency across various types of facilities, it is the intent of the Legislature that the technical assistance and training program, to the extent possible, be based on that developed pursuant to Section 1180.2.

(c) (1) The secretary or his or her designee shall take steps to establish a system of mandatory, consistent, timely, and publicly accessible data collection regarding the use of seclusion and behavioral restraints in all facilities described in subdivision (a) that utilize seclusion and behavioral restraints. In determining a system of data collection, the secretary should utilize existing efforts, and direct new or ongoing efforts, of associated state departments to revise or improve their data collection systems. The secretary or his or her designee shall make recommendations for a mechanism to ensure compliance by facilities, including, but not limited to, penalties for failure to report in a timely manner. It is the intent of the Legislature that data be compiled in a manner that allows for standard statistical comparison and be maintained for each facility subject to reporting requirements for the use of seclusion and behavioral restraints.

(2) The secretary shall develop a mechanism for making this information, as it becomes available, publicly available on the Internet. For data currently being collected, this paragraph shall be implemented as soon as it reasonably can be achieved within existing resources. As new reporting requirements are developed and result in additional data becoming available, this additional data shall be included in the data publicly available on the Internet pursuant to this paragraph.

(3) At the direction of the secretary, the departments shall cooperate and share resources for developing uniform reporting for all facilities. Uniform reporting of seclusion and behavioral restraint utilization information shall, to the extent possible, be incorporated into existing reporting requirements for facilities described in subdivision (a).

(4) Data collected pursuant to this subdivision shall include all of the data described in paragraph (3) of subdivision (d) of Section 1180.2.

(5) The secretary or his or her designee shall work with the state departments that have responsibility for oversight of the use of seclusion and behavioral restraints to review and eliminate redundancies and outdated requirements in the reporting of data on the use of seclusion and behavioral restraints in order to ensure cost-effectiveness.

(d) Neither the agency nor any department shall be required to implement this section if implementation cannot be achieved within existing resources, unless additional funding for this purpose becomes available. The agency and involved departments may incrementally implement this section in order to accomplish its goals within existing resources, through the use of federal or private funding, or upon the subsequent appropriation of funds by the

Legislature for this purpose, or all of these.

1180.4. (a) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall conduct an initial assessment of each person prior to a placement decision or upon admission to the facility, or as soon thereafter as possible. This assessment shall include input from the person and from someone whom he or she desires to be present, such as a family member, significant other, or authorized representative designated by the person, and if the desired third party can be present at the time of admission. This assessment shall also include, based on the information available at the time of initial assessment, all of the following:

(1) A person's advance directive regarding deescalation or the use of seclusion or behavioral restraints.

(2) Identification of early warning signs, triggers, and precipitants that cause a person to escalate, and identification of the earliest precipitant of aggression for persons with a known or suspected history of aggressiveness, or persons who are currently aggressive.

(3) Techniques, methods, or tools that would help the person control his or her behavior.

(4) Preexisting medical conditions or any physical disabilities or limitations that would place the person at greater risk during restraint or seclusion.

(5) Any trauma history, including any history of sexual or physical abuse that the affected person feels is relevant.

(b) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may use seclusion or behavioral restraints for behavioral emergencies only when a person's behavior presents an imminent danger of serious harm to self or others.

(c) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may not use either of the following:

(1) A physical restraint or containment technique that obstructs a person's respiratory airway or impairs the person's breathing or respiratory capacity, including techniques in which a staff member places pressure on a person's back or places his or her body weight against the person's torso or back.

(2) A pillow, blanket, or other item covering the person's face as part of a physical or mechanical restraint or containment process.

(d) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may not use physical or mechanical restraint or containment on a person who has a known medical or physical condition, and where there is reason to believe that the use would endanger the person's life or seriously exacerbate the person's medical condition.

(e) (1) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may not use prone mechanical restraint on a person at risk for positional asphyxiation as a result of one of the following risk factors that are known to the provider:

(A) Obesity.

(B) Pregnancy.

(C) Agitated delirium or excited delirium syndromes.

(D) Cocaine, methamphetamine, or alcohol intoxication.

(E) Exposure to pepper spray.

(F) Preexisting heart disease, including, but not limited to, an enlarged heart or other cardiovascular disorders.

(G) Respiratory conditions, including emphysema, bronchitis, or asthma.

(2) Paragraph (1) shall not apply when written authorization has been provided by a physician, made to accommodate a person's stated preference for the prone position or because the physician judges other clinical risks to take precedence. The written authorization may not be a standing order, and shall be evaluated on a case-by-case basis by the physician.

(f) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall avoid the deliberate use of prone containment techniques whenever possible, utilizing the best practices in early intervention techniques, such as deescalation. If prone containment techniques are used in an emergency situation, a staff member shall observe the person for any signs of physical duress throughout the use of prone containment. Whenever possible, the staff member monitoring the person shall not be involved in restraining the person.

(g) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may not place a person in a facedown position with the person's hands held or restrained behind the person's back.

(h) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 may not use physical restraint or containment as an extended procedure.

(i) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall keep under constant, face-to-face human observation a person who is in seclusion and in any type of behavioral restraint at the same time. Observation by means of video camera may be utilized only in facilities that are already permitted to use video monitoring under federal regulations specific to that facility.

(j) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall afford to persons who are restrained the least restrictive alternative and the maximum freedom of movement, while ensuring the physical safety of the person and others, and shall use the least number of restraint points.

(k) A person in a facility described in subdivision (a) of Section 1180.2 and subdivision (a) of Section 1180.3 has the right to be free from the use of seclusion and behavioral restraints of any form imposed as a means of coercion, discipline, convenience, or retaliation by staff. This right includes, but is not limited to, the right to be free from the use of a drug used in order to control behavior or to restrict the person's freedom of movement, if that drug is not a standard treatment for the person's medical or psychiatric condition.

1180.5. (a) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall conduct a clinical and quality review for each episode of the use of seclusion or behavioral restraints.

(b) A facility described in subdivision (a) of Section 1180.2 or subdivision (a) of Section 1180.3 shall, as quickly as possible but no later than 24 hours after the use of seclusion or behavioral restraints, conduct a debriefing regarding the incident with the person, and, if the person requests it, the person's family member, domestic partner, significant other, or authorized representative, if the desired third party can be present at the time of the debriefing at no cost to the facility, as well as with the staff members

involved in the incident, if reasonably available, and a supervisor, to discuss how to avoid a similar incident in the future. The person's participation in the debriefing shall be voluntary. The purposes of the debriefing shall be to do all of the following:

(1) Assist the person to identify the precipitant of the incident, and suggest methods of more safely and constructively responding to the incident.

(2) Assist the staff to understand the precipitants to the incident, and to develop alternative methods of helping the person avoid or cope with those incidents.

(3) Help treatment team staff devise treatment interventions to address the root cause of the incident and its consequences, and to modify the treatment plan.

(4) Help assess whether the intervention was necessary and whether it was implemented in a manner consistent with staff training and facility policies.

(c) The facility shall, in the debriefing, provide both the person and staff the opportunity to discuss the circumstances resulting in the use of seclusion or behavioral restraints, and strategies to be used by the staff, the person, or others that could prevent the future use of seclusion or behavioral restraints.

(d) The facility staff shall document in the person's record that the debriefing session took place and any changes to the person's treatment plan that resulted from the debriefing.

1180.6. The State Department of Public Health, the State Department of State Hospitals, the State Department of Social Services, the State Department of Developmental Services, and the State Department of Health Care Services shall annually provide information to the Legislature, during Senate and Assembly budget committee hearings, about the progress made in implementing this division. This information shall include the progress of implementation and barriers to achieving full implementation.

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10 Day Overstay Report					
Facility Name:					**Facility Number:**
1) Report:		**2) Report Completed By:**			**3) Date Report Completed**
Initial ☐ Weekly ☐					
4) Child's Name	**5) CWS/CMS Client I.D. #**	**6)Date Placed**	**7)Total #Days**	**8) Reasons for Child's Overstay:**	**9) Steps Taken to Identify Placement; Including Any Next Steps:**
Signed by Child Welfare Director or Designee:					**Date Signed:**

Directions:

This optional form may be used by a Temporary Shelter Care Facility (TSCF) to notify the Department, as required by section 84661(b) of the TSCF ILS and section 11462.022 of the Welfare and Institutions Code, within 24 hours of a child's placement extending into overstay status, beyond 10 calendar days. This form may also be used for the weekly report required when a facility has one or more placements in overstay status. The weekly report shall include all placements in overstay. Please submit completed forms to both your local regional office and to the CCR mailbox: ccr@dss.ca.gov.

1. Check "initial" when this form is used to report a child's stay first goes into overstay (longer than 10 calendar days). Check "weekly" when the form is used for the required weekly report when one or more children at the facility are in overstay.
2. This is the name of the person filling out the report, or person to contact if there is a question about the information on a submitted form.
3. This is the date the form is filled out; it may be the same date it is signed by the Director or designee.
4. Child's name
5. The Child Welfare Services Case Management System (CWS/CMS) Client I.D. number is required for all children. If a facility does not have access to the child's CWS/CMS number, it will have to request it from the placing agency.
6. Date placed is the date the child first entered the facility, even if it is not an official placement.
7. Total number of days at the facility starts from the date the child entered the facility to the date the form is completed.
8. Reasons for the child's overstay: We will be developing a dropdown for this box based on early responses.
9. Steps Taken to Identify Placement; including Any Next Steps. This also includes steps taken by the placing agency, identified by collaboration with the TSCF.

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
COMMUNITY CARE LICENSING DIVISION

LAW ENFORCEMENT CONTACT REPORT

THIS FORM MAY BE USED TO REPORT INCIDENTS AS REQUIRED BY HEALTH AND SAFETY CODE SECTION 1538.7. A SEPARATE UNUSUAL INCIDENT REPORT DOES NOT NEED TO BE SUBMITTED IF ALL REQUIRED INFORMATION IS PROVIDED.

INSTRUCTIONS: NOTIFY LICENSING AGENCY, PLACEMENT AGENCY AND AUTHORIZED REPRESENTATIVE, IF ANY, BY NEXT BUSINESS DAY.

SUBMIT PART 1 OF THIS REPORT WITHIN 7 DAYS OF OCCURRENCE.

SUBMIT PART 2 OF THIS REPORT WITHIN 6 MONTHS OF OCCURRENCE. PART 2 MAY BE SUBMITTED SOONER THAN 6 MONTHS, INCLUDING CONCURRENTLY WITH THE INITIAL REPORT, IF ALL OUTCOMES RESULTING FROM THE INCIDENT ARE KNOWN.

PART 1

☐ Group Home ☐ STRTP ☐ Community Treatment Facility ☐ Transitional Housing Placement Provider ☐ Runaway and Homeless Youth Shelter

Licensed Capacity: _____

Current Census: _____

NAME OF FACILITY (as appears on license)	FACILITY LICENSE NUMBER
ADDRESS	TELEPHONE NUMBER
COUNTY, CITY, STATE, ZIP	DATE OF INCIDENT

TYPE OF INCIDENT (check all that apply)

Aggressive Act:
- ☐ Client to Client
- ☐ Client to Other
- ☐ Client to Staff
- ☐ Staff to Client
- ☐ Unknown
- ☐ Other to Client

Other:
- ☐ Behavior Episode
- ☐ Substance Abuse
- ☐ Unauthorized Absence (AWOL)
- ☐ Harm To Self
- ☐ Psychological
- ☐ Property Damage
- ☐ Non-physical Aggression
- ☐ Theft
- ☐ Other: _____

Alleged Client Abuse:
- ☐ Sexual
- ☐ Physical
- ☐ Psychological
- ☐ Financial
- ☐ Neglect

CHILD INVOLVED	TYPE OF PLACEMENT	AGE	GENDER	DATE OF ADMISSION

AGENCIES / INDIVIDUALS NOTIFIED	NAME	PHONE
LICENSING		
LAW ENFORCEMENT		
PLACEMENT AGENCY		
AUTHORIZED REPRESENTATIVE		

IF A POLICE REPORT WAS FILED, PROVIDE NUMBER IF KNOWN (*Optional*)_____

WERE DE-ESCALATION TECHNIQUES USED PRIOR TO CONTACTING LAW ENFORCEMENT? ☐ YES ☐ NO

IF YES, EXPLAIN THE TECHNIQUES THAT WERE USED. IF NO, EXPLAIN WHY NOT.

DESCRIPTION OF INCIDENT. INCLUDE NATURE OF INCIDENT, ACTION TAKEN BY STAFF IN RESPONSE TO THE INCIDENT, AND DISPOSITION OR CURRENT STATUS OF THE INCIDENT. FOR INCIDENTS IN GROUP HOMES, INCLUDE A DESCRIPTION OF THE EVENTS LEADING UP TO THE INCIDENT.

(Attach additional sheets as needed)

WAS MEDICAL TREATMENT REQUIRED FOR CLIENT? ☐ YES ☐ NO
IF YES, LIST NAME OF ATTENDING PHYSICIAN, FINDINGS, AND TREATMENT, IF ANY.

MANUAL RESTRAINTS (GROUP HOMES / RUNAWAY AND HOMELESS YOUTH SHELTERS/ COMMUNITY TREATMENT FACILITIES ONLY): DOES THE INCIDENT INVOLVE THE USE OF MANUAL RESTRAINTS? ☐ YES ☐ NO
IF YES, ATTACH A SEPARATE SHEET REPORTING INFORMATION REQUIRED BY SECTION 84061(h)(6) OF TITLE 22 REGULATIONS.

RUNAWAYS (GROUP HOMES/COMMUNITY TREATMENT FACILITIES ONLY): DOES THE INCIDENT INVOLVE A RUNAWAY SITUATION? ☐ YES ☐ NO IF YES, ATTACH A SEPARATE SHEET REPORTING INFORMATION REQUIRED BY SECTION 84061(h)(7) OF TITLE 22 REGULATIONS.

	NAME/TITLE	DATE
Prepared by:		
Reviewed/Approved by:	NAME/TITLE	DATE

PART 2

NAME OF FACILITY (as appears on license) | DATE OF INCIDENT | DATE OF FOLLOW-UP

WAS ANY CHILD RESIDING IN THE FACILITY ALLEGED TO HAVE COMMITTED A CRIME: ☐ YES ☐ NO

LIST ANY CHILD INVOLVED (WHETHER OR NOT ALLEGED TO HAVE COMMITTED A CRIME), INCLUDE CHILD(REN) FROM ORIGINAL INCIDENT (**PART 1**):

NAME	GENDER	RACE*	ETHNICITY*	AGE

**See last page for instructions on Race/Ethnicity* *(Continue listing on separate sheet if necessary.)*

LIST ANY STAFF INVOLVED:

NAME	POSITION

(If no staff were involved, enter "N/A" above.) *(Continue listing on separate sheet if necessary.)*

WHO INITIATED CONTACT WITH LAW ENFORCEMENT? (*Optional*):

☐ STAFF ☐ OTHER YOUTH ☐ NEIGHBOR ☐ OTHER _____ ☐ UNKNOWN

TYPE OF OUTCOME (check all that apply)

☐ 5150
☐ Arrest(s) Made
☐ Child Removed from Placement
☐ Counselled by Law Enforcement
☐ Juvenile Hall
☐ Detained by Law Enforcement
☐ Mental Health Evaluation
☐ Other _____
☐ Returned to Facility
☐ Unknown
☐ Staff Disciplined

(If any boxes above are checked, explain briefly here and include any additional information. Attach additional sheets as needed.)

Prepared by:	NAME/TITLE	DATE
Reviewed/Approved by:	NAME/TITLE	DATE

ABOUT THE LIC 624-LE

THE LAW: *In accordance with section 1538.7(a) of the Health and Safety Code, "A group home, transitional housing placement provider, community treatment facility, runaway and homeless youth shelter, or short-term residential therapeutic program shall report to the department's Community Care Licensing Division upon the occurrence of any incident concerning a child in the facility involving contact with law enforcement." Within six months of the incident, the facility must "provide a follow-up report for each incident, including the type of incident, whether the incident involved an alleged violation of any crime described in Section 602 of the Welfare and Institutions Code by a child residing in the facility; whether staff, children, or both were involved; the gender, race, ethnicity, and age of children involved; and the outcomes, including arrests, removals of children from placement, or termination or suspension of staff."*

Crimes described in Section 602 of the Welfare and Institutions Code are "any law of this state or of the United States or any ordinance of any city or county of this state defining crime other than an ordinance establishing a curfew based solely on age."

AFFECTED FACILITIES: *Group Homes, Community Treatment Facilities, Transitional Housing Placement Providers, Runaway and Homeless Youth Shelters, and Short-Term Residential Therapeutic Programs must make reports under the law.*

HOW, WHAT AND WHEN TO REPORT: *Affected facilities may (but are not required to) use the LIC 624-LE to report incidents under the law. If a facility uses another method to report an incident, that method must capture all of the information specified by Health and Safety Code section 1538.7(a), and must be submitted within the time allowed by the law. A facility must submit a report on every incident which involves a law enforcement contact, whether or not any child is alleged to have committed a crime. The follow-up report for an incident must be filed within six months, but may be filed sooner (including concurrently with the initial report) provided all outcomes resulting from the incident are known.*

***RACE AND ETHNICITY.** *One of the following races must be selected for each child listed in Part 2 of this form: White, Black, Native American, Asian/Pacific Islander, Other, or Unknown. One of the following ethnicities must be selected for each child listed in Part 2 of this form: Hispanic, Non-Hispanic or Unknown.*

EXHIBIT A-14: TEMPORARY SHELTER CARE FACILITY LICENSE

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

10-DAY TEMPORARY SHELTER CARE FACILITY
STATEMENT OF WORK

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

10-DAY TEMPORARY SHELTER CARE FACILITY
STATEMENT OF WORK

PART A: INTRODUCTION

1.0 PREAMBLE:

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

The County's vision is to have a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring services, and empower people through knowledge and information. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Make investments That Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

2.0 OVERVIEW:

2.1 The Juvenile Court gives responsibility for the care, custody, and control for each dependent child to the Department of Children and Family Services (DCFS). The Board of Supervisors, through the Temporary Shelter Care Facility (TSCF) contract, gives authorization for all children that have been taken into protective custody or who are dependent children of the court be placed in a contracted TSCF for a period not to exceed 10 days (240 hours) to be sheltered while awaiting placement.

2.2 TSCF services shall include, but not be limited to, 24–hour care and supervision of children in a structured environment, with such services provided at least in part by staff employed by the TSCF licensee. The care and supervision of children provided by a TSCF licensee shall be

non-medical except as permitted by Welfare and Institutions Code (WIC) 17736(b).

2.1.1 The TSCF shall be operated in accordance with the California Department of Social Services (CDSS) Community Care Licensing Division's (CCLD) Los Angeles County Temporary Shelter Care Facility (Licensing Standards), and as further amended by CCLD, attached as Attachment R. CDSS may modify the Operating Standards, including modifications to establish civil penalties upon the licensed agencies, as referenced in Attachment R.

2.3 The CONTRACTOR shall maintain the agreed number of beds for the selected TSCF service category listed in Exhibit A-10, Service Delivery Sites for Temporary Shelter Care Facility (TSCF), on a 24-hour, 7 days a week basis. CONTRACTOR shall provide a safe and caring temporary shelter for a period not to exceed 10 days (240 hours).

2.4 The CONTRACTOR shall provide a bed for each TSCF Child, to keep them safe and comfortable. Once a TSCF Child is in the CONTRACTOR's TSCF, the CONTRACTOR will provide for the TSCF Child's basic needs.

2.5 The CONTRACTOR shall adhere to providing services described in Exhibit A, Statement of Work (SOW) and Exhibit A-7, Foster Youth Bill of Rights.

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

3.0 DCFS PRIORITIES FOR TSCF CHILDREN:

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

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

3.2 Well-Being: This priority in the SOW refers to medical, emergency dental, psychological, and psychiatric well-being. The Performance Outcome Summary and Service Tasks addressing this priority are found in Part E, Section 2.0 of this SOW.

4.0 DEFINITIONS:

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

4.1 **Child Care Staff** – Means staff that attend to children and perform a variety of tasks such as dressing, feeding, bathing, and overseeing play and recreational activities.

4.2 **Children's Social Worker (CSW)** – Means an employee of Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.

4.3 **Certified Administrator** – Means an employee of the CONTRACTOR who meets the qualifications pursuant to the General Licensing Requirements 80064.

4.4 **CONTRACTOR** – Means the State Licensed TSCF provider(s) who has/have fully passed all DCFS requirements to meet the need of the TSCF Children placed in their TSCF.

4.5 **Contractor Program Director (CPD)** – Means the CONTRACTOR's designated staff person who shall be responsible for daily management of Contract operations and overseeing the work to be performed by CONTRACTOR as defined in this TSCF SOW.

4.6 **Corrective Action Plan (CAP)** – Means a written commitment by CONTRACTOR to remedy its performance deficiencies under the Contract.

4.7 **County Program Manager (CPM)** – Means the COUNTY's designated staff person who will be responsible for administering this CONTRACT and the daily management of this Contract's operations, and for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

4.8 **Designee** – Means staff who acts on behalf of the Contractor Program Director (CPD) or County Program Manager (CPM), in their absence.

4.9 **Non Minor Dependent (NMD)** – Means a young adult age 18 – 20 that remains in Extended Foster Care (EFC) and are under the jurisdiction of the juvenile court. Young adults who remain in EFC are referred to as a (NMD as defined in WIC section 11400(v). This definition includes NMDs served under an agreement between the state and tribes pursuant to WIC section 10553.1 or supervised by the Probation Department (Probation).

4.10 **Interim Licensing Standards (ILS)** – Refers to the CDSS TSCF Licensing Standards, Version I, released June 1, 2017.

4.11 **Psychiatric Mobile Response Team (PMRT)** – PMRT consists of DMH licensed clinical staff assigned to a specific Service Area in Los Angeles County. Teams have legal authority per WIC 5150 or 5585 (for minor) to initiate applications for evaluation of involuntary detention for 72-hour psychiatric hospitalization of individuals determined to be at risk of harming themselves or others or who are unable to provide food, clothing, or shelter as a result of a mental disorder.

4.12 **Senate Bill 82 (SB 82) Team** – Is a Department of Mental Health (DMH) team who provides triage/crisis services to underserved and vulnerable populations for whom field-based crisis response services are currently inadequate.

4.13 **TSCF Child or TSCF Children** – Means any infant, child, teen, teen mother and her infant, or sibling group, ages 0-17, and 18 through 20 (Non Minor Dependents "NMD") placed by the COUNTY and receiving services from the CONTRACTOR pursuant to this SOW.

4.14 **Temporary Shelter Care Facility (TSCF)** – Means any facility licensed by the CDSS CCLD to provide TSCF services.

4.15 **Temporary Shelter Care Facility's (TSCF) Facility Manager** – Means an employee of the CONTRACTOR and shall have the following qualifications pursuant to the Interim Licensing Standards, Version I, released June 1, 2017.

4.16 **TSCF Program/Services** – Means time limited temporary shelter care for children who are awaiting placement for a period not to exceed 10 days (240 hours).

4.17 **TSCF Staff** – Means staff that may include direct child care, social work, and administrative staff that are employed by the TSCF.

4.18 **Co-located DCFS Staff** – Means DCFS staff (Children's Social Workers (CSW) and Supervising Children's Social Workers (SCSW)) that are employed by DCFS and are co-located on the campus of the facility to serve as liaison between the CONTRACTOR and DCFS.

4.19 **SB731**- Placement of youth will be determined with input from the youth as it relates to the youth's preferred gender identity.

4.20 **AB2119** – Services for youth in foster care placement should also include gender affirming medical and mental health care.

5.0 PROGRAM GOALS

The primary purpose of the 10-day TSCF Program is to serve children who are the subject of an application for petition under Section 300 of the WIC Code, where dependent and neglected children ages from two (2) days through 20 years of age who have been removed from the custody of their parent(s) or guardian(s) for their protection, pending possible judicial action, or are pending placement if previously adjudicated as dependent children.

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

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

6.0 SERVICE DELIVERY SITES:

The CONTRACTOR's services described hereunder shall be provided in a licensed TSCF site(s) as listed on Exhibit A-10, Service Delivery Sites for Temporary Shelter Care Facility (TSCF).

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

The CONTRACTOR shall not place children at a service delivery site not listed on Exhibit A-10. Failure on the part of the CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract.

7.0 CONTRACTOR STAFF QUALIFICATIONS AND REQUIREMENTS:

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

The CONTRACTOR shall comply with the requirements of the TSCF Contract, Part II, Standard Terms and Conditions, Section 6.0 Background and Security Investigations.

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

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

7.2 Reporting of Subsequent Arrests or Convictions:

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

7.3 Staff Qualifications and Requirements:

7.3.1 The CONTRACTOR shall comply with all applicable regulations, including, but not limited to, the staffing levels/hours and qualifications in the applicable sections of: (1) the TSCF Interim Licensing Standards (ILS), or as further amended by CCLD. Specific requirements in this regulation include:

(a) The CONTRACTOR shall provide a certified administrator(s) for a minimum of 20 hours per week for each 6-bed TSCF site; and a full-time administrator for each TSCF site with a licensed capacity of 7 or more.

(b) The CONTRACTOR shall ensure a TSCF's Facility Manager is present at the TSCF at all times when one or more TSCF Children are present.

(c) The CONTRACTOR shall provide Night-awake staff to provide care and supervision to children during the hours from 9:00 PM to 7:00 AM Pacific Standard Time (PST).

(d) The CONTRACTOR shall provide an on-site mental health clinician during normal business hours from 9 AM. to 5:30 PM and on-call after normal business hours and weekends.

(e) The CONTRACTOR shall provide the minimum number of qualified staff to provide direct child care and supervision staff with sufficient expertise to supervise, protect and care for the TSCF Children, individually and in groups at all times.

(f) The CONTRACTOR shall ensure all TSCF staff receive initial and ongoing training(s) to enable them to fulfill their service responsibilities to provide safe and nondiscriminatory care and services to TSCF Children. Additionally, the CONTRACTOR shall ensure all TSCF staff receive initial and ongoing training(s) regarding TSCF Children having fair and equal access to all available services and not to be subjected to harassment or discrimination based on their actual or perceived sexual orientation or gender identity.

(g) The CONTRACTOR shall also ensure that all administrators, facility managers, social work staff, and direct care staff attend four (4) hours of “Trauma Informed Training”.

(h) The CONTRACTOR shall ensure that staff must be trained and qualified in trauma informed services and interventions, and crisis intervention.

7.4 Staff Language Requirements:

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

PART B: TARGET DEMOGRAPHICS

1.0 CHILDREN AND YOUTH RECEIVING SERVICES

1.1 The CONTRACTOR shall provide TSCF Services to TSCF Children who manifest the characteristics and behaviors reflected in the CONTRACTOR’s Program Statement, LIC 9106, PART II, Program Demographic, Services & Capabilities (Section 2), Part B. Child Characteristics and Behaviors and as indicated on Exhibit A-10 on Service Delivery Sites for Temporary Shelter Care Facility (TSCF).

1.2 A child that is admitted in the CONTRACTOR's TSCF may have multiple unmet needs for stability, continuity, emotional support, nurturing and performance. Many of these children have a significant history of multiple placement failures, unresolved emotional trauma and behavioral problems, including defiant and delinquent conduct.

1.3 Children ages 0-17 (infant, child, teenager, teenage parent with his/her infant(s), and sibling group), who are in need of TSCF services while awaiting placement and are under the care and supervision of DCFS;

1.4 Effective January 1, 2012, youth 18 years through age 20, who meet the criteria of State law, AB 12 (Chapter 559, Statutes of 2010).

1.5 The CONTRACTOR may also provide TSCF Services to address the specific needs of TSCF Children, including but not limited to children described by the following:

a) LGBTQ youth (particularly transgender);
b) Children/youth released from Probation placement who are supervised by DCFS (WIC 300);
c) Youth with co-occurring substance abuse and mental health conditions;
d) Youth with developmental delays and mental health challenges;
e) Youth with medical challenges (e.g., diabetes, asthma, and tube feeding);
f) Teens/non-minor dependent parents with babies/toddlers;
g) Non-minor dependents with complex needs (e.g., medical, developmental, or mental health needs);
h) Commercially Sexually Exploited Children (CSEC).

PART C – COUNTY'S RESPONSIBILITIES

1.0 COUNTY'S ADMINISTRATION

1.1 The COUNTY shall designate a County Program Manager (CPM), who will be responsible for administering this Contract and the daily management of this Contract's operations, monitoring activities, compliance with the requirements of the Contract and the delivery of services.

1.2 The CPM shall have a designee who acts on behalf of the CPM, in their absence. The CPM and designee are identified in COUNTY's Administration, Attachment I of the Contract.

1.3 Overall program coordination between the CONTRACTOR and COUNTY shall be by CPM and the CONTRACTOR's Contract Program Director (CPD).

1.4 The CPM shall have full authority to monitor the CONTRACTOR's performance in the day-to-day operation of this Contract and providing technical guidance to ensure the CONTRACTOR meets or exceeds program objectives and requirements.

1.5 The CPM shall provide direction to the CONTRACTOR in areas relating to DCFS policy, information, and procedural requirements.

1.6 The CPM is not authorized to make any changes to the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.

2.0 REFERRALS TO TSCF

CONTRACTOR shall receive referrals for TSCF services from the CPM or designee, 24 hours a day, seven (7) days a week.

3.0 IN-TAKE

Co-located DCFS staff at the TSCF Site will assist with the following:

3.1 **Review of the application** – For a WIC 300 petition through the Dependency Court and any other data made available through CWS/CMS to determine the circumstances that resulted in the child's need for protection.

3.2 **Interview and observe the child** – And other persons with knowledge of the circumstances of the case. The interview with the youth, should include a discussion of Sexual Orientation and Gender Identity to ensure that all youth are appropriately referenced with accurate pronouns, preferred name, and all staff to adhere to consent and confidentiality procedures.

3.3 **Observation of behavior** – Staff notes the behavior of the child to determine outward manifestation of possible areas of dysfunction.

3.4 **Review of family history** – All available social, medical, and psychological data concerning the child and his/her family are reviewed by the DCFS Social Worker staff, whenever possible.

3.5 **Medical and Mental Health Screening** – Every child entering the TSCF will receive a gender affirming medical and mental health screening at the 24-hour HUB at the Los Angeles County/University of California Medical Center Violence Intervention Program (LAC/USC VIP) clinic or the Medical HUB that is closest to the TSCF or as designated by the County. Children

arriving with medical concerns or contagious conditions are treated at the HUB, and will be isolated at the TSCF when necessary.

3.6 **Mental Health Assessment** – Children entering the TSCF will receive a mental health assessment as needed or requested by the on-site mental health clinician.

4.0 MONITORING

4.1 The COUNTY shall monitor the CONTRACTOR, including but not limited to a review and audit for compliance with this Contract, SOW, and all applicable laws and regulations pertaining to the TSCF Contract.

4.2 The COUNTY shall also monitor areas that include, but are not limited to, the following:

(a) A site inspections based on Title XXII Regulations;
(b) Interview of the TSCF Children; and
(c) A review of the CONTRACTOR'S training hours and any complaints filed by CCLD or DCFS.

PART D – CONTRACTOR'S RESPONSIBILITIES

1.0 CONTRACTOR'S ADMINISTRATION

1.1 The CONTRACTOR shall designate a Contractor Program Director (CPD who shall be responsible for daily management of Contract operations and overseeing the work to be performed by the CONTRACTOR as defined in this TSCF SOW.

1.2 The CPD shall have a designee who acts on behalf of the CPD, in their absence. The CPD and designee are identified in the CONTRACTOR's Administration, Attachment I of the Contract.

1.3 The CPD shall be responsible for the CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with the CPM on a regular basis.

1.4 CPD shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.

1.5 The TSCF Staff will formulate an initial assessment for each child to include the date and time of entry into the TSCF and any case-related information.

2.0 IN-TAKE

2.1 **Orientation** – Each child receives an orientation to group living, TSCF schedules, and personal responsibilities while at the TSCF.

2.2 **Crisis Intervention** – Intervention is directed toward helping the child resolve the immediate anxieties and feelings resulting from being separated from family and friends, and from parental mistreatment or neglect, as well as efforts to assist with transitioning into the group living situation. The TSCF will serve any child subject to an application for petition, some of these children may be emotionally traumatized. Children with known mental health needs shall be provided crises intervention services immediately by an on-site mental health clinician, provided the proper consent is on file. When the child is a danger to self or others, the Psychiatric Mobile Response Team (PMRT shall be contacted, and they will assess and determine if a hold on the child in a hospital setting is necessary.

2.3 **Mental Health Assessment** – Children entering the TSCF will receive a mental health assessment as needed or requested by the on-site mental health clinician.

2.4 **Individual Counseling** – A child shall receive identity affirming individual counseling intervention treatment on-site by mental health clinician(s) when recommended by the screening process, or requested by the child, provided the proper consent is on file. There is an emphasis on the child's positive qualities, with importance being placed on the child's strengths and helping them to utilize these strengths.

2.5 **Structure** – During their stay at the TSCF, children will be separated by age, gender identity, special need, and in some cases by known behaviors. Rules shall be clearly explained to the child and consistently administered to help the child cope with adjustment to a new environment. The child is encouraged to discuss conflicts, anxieties, and frustrations resulting from this environment. Every effort is made by staff to help the child accept limited setting, as a positive learning experience.

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

2.7 **Child-and Family Team (CFT) Meeting(s)** – Must be convened within four (4) days from the time a child enters the TSCF. The CONTRACTOR will facilitate the CFT in partnership with DCFS and DMH staff.

3.0 REPORTS

CONTRACTOR shall complete required reports in accordance to the CDSS TSCF Interim Licensing Standards, Version I, released June 1, 2017, Article 6. Continuing Requirements, Section 84661 Reporting Requirements. Please refer to Exhibit A-12, 10 Day Overstay Report and Exhibit A-13, Law Enforcement Contact Report. CONTRACTOR shall forward a copy to CPM of any documents submitted to the State.

PART E: SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

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

PERFORMANCE OUTCOME SUMMARY
1.0 SAFETY

PROGRAM: TEMPORARY SHELTER CARE FACILITY (TSCF)

PROGRAM TARGET GROUP: TSCF CHILDREN

PROGRAM GOAL AND OUTCOMES:

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

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

1.0 SAFETY

PERFORMANCE OUTCOME GOAL: TSCF Children shall be free of abuse and neglect as specified in California Penal Code 11165.1-11165.6 and WIC 300-304.7.

SERVICE TASKS:

1.1 Movement of TSCF Children:

1.1.1 Prior Authorization for Movement of TSCF Children:

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

1.1.2 Emergency Movement of TSCF Children:

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

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

1.2 Safe Environment:

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

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

(b) For two-story residences, the CONTRACTOR shall have an exterior fire exit from the second story in addition to the inside exit. In some cases, DCFS can approve exit from a second-story window(s) if it is equipped with a properly located rollout ladder(s) stored in a locked cabinet with a breakout glass.

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

(d) The CONTRACTOR shall develop a Safety Plan as applicable to ensure the safety of the TSCF Children.

(e) The CONTRACTOR shall submit a Safety Plan to CPM within 60 days of Contract execution and upon any revision.

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

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

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

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

checklist for monitoring that incorporates the above regulations. The CONTRACTOR shall submit a checklist to CPM within 60 days of Contract execution and upon any revision.

1.3 Requirements for Vehicles Used to Transport Children:

The CONTRACTOR shall: (1) provide safe, insured vehicles(s) (in compliance with the Contract, Section 4.7) to provide adequate transportation for TSCF Children; and (2) abide by all applicable federal and state laws and regulations in transporting TSCF Children.

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

1.4 CONTRACTOR'S Responsibilities for TSCF Children off Grounds:

1.4.1 Pre-Approval by DCFS Regional Children's Social Worker or co-located DCFS staff:

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

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

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

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

1.5 Restraints and Seclusion:

The CONTRACTOR shall abide by the requirements of California Health and Safety Codes 1180-1180.6 regarding the use of seclusion and behavioral restraints, Exhibit A-11. These requirements include, but are not limited to, the following:

1.5.1 Important Procedures:

(a) The CONTRACTOR shall conduct an assessment meeting on each child before or as soon as possible after placement that includes specified persons regarding: (1) A TSCF Child's advance directive regarding de-escalation or the use of seclusion or behavioral restraints; (2) identification of early warning signs, triggers and precipitants that cause the child to escalate or become aggressive; (3) identification of techniques, methods or tools that would help the child control his/her behavior; (4) identification of preexisting medical conditions or physical disabilities or limitations that would place the child at greater risk during a restraint or seclusion; and (5) identification of any trauma history, including any history of sexual or physical abuse that the TSCF Child feels is relevant;

(b) The CONTRACTOR shall maintain constant face-to-face observation of the child if a seclusion or physical restraint is necessary; and

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

1.5.2 Important General Principles:

(a) The TSCF Child has the right to be free from the use of seclusion and behavioral restraints as a means of coercion, discipline, convenience, or retaliation by staff including the use of drugs to control behavior if that drug is not a standard treatment for the person's medical or psychiatric condition;

(b) The CONTRACTOR shall use seclusion or behavioral restraints only when the child's behavior presents an imminent danger of serious harm to self or others; and

(c) The CONTRACTOR shall utilize best practices in early intervention techniques to avoid prone containment.

1.5.3 Important Specific Prohibitions:

(a) The CONTRACTOR shall not use physical restraints/containments that obstruct a child's respiratory airway or impair a child's breathing or respiratory capacity, including techniques in which pressure is

placed on the child's back or body weight is placed against the child's torso or back;

(b) The CONTRACTOR shall not use physical restraints/containments that use a pillow, blanket, or other item to cover the child's face;

(c) The CONTRACTOR shall not use physical or mechanical restraints or containment on a child with a known medical or physical condition, and where there is reason to believe that the use would endanger the child's life or seriously exacerbate the child's medical condition;

(d) Unless a physician provides written authorization to the contrary, the CONTRACTOR shall not use prone mechanical restraints of a child at risk for positional asphyxiation as a result of one of the following risk factors that are known to the provider: (1) obesity; (2) pregnancy; (3) agitated delirium or excited delirium syndromes; (4) cocaine, methamphetamine, or alcohol intoxication; (5) exposure to pepper spray (6) preexisting heart disease, including but not limited to, an enlarged heart or other cardiovascular disorders; and (7) respiratory conditions including emphysema, bronchitis, or asthma.

(e) The CONTRACTOR shall not use physical restraints/containments of a child in the facedown position with the child's hands held behind the back; and

(f) The CONTRACTOR shall not use physical restraints/containments of a child as an extended procedure.

1.6 TSCF and iTrack System Special Incident Reports (SIR): Please refer to the attached Exhibit A-8, Temporary Shelter Care Facility (TSCF) iTrack Reporting Procedures/SIR Reporting Guide.

1.7 Runaway Reporting Procedures:

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

DCFS staff or the Child Protection Hotline Intake Staff will need as much detailed information as you can give them. For instance: Who did the child leave the home with? Did someone pick up the child or did they leave on foot? Which direction did the child go in? Was there a parent or relative involved? What was the child's state of mind – angry, depressed?

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

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

1.7.3 Upon completion of the Missing Person's Report, send the Missing Person's Report and reporting number to the co-located DCFS staff. If you are reporting a runaway, fill out an iTrack SIR. Cross report to CCLD, and the DCFS Out-of-Home Care Management Division. Be sure to include the time and date the child was last seen and any significant details leading up to the incident.

1.7.4 Keep all of your copies of reports and documentation for at least 6 months.

Important numbers to have on hand:

County Program Manager (CPM): 1-213-351-3289
Child Protection Hotline: 1-800-540-4000
Accelerated Placement Team: 1-213-743-8610
Closest law enforcement agency

Please also refer to Exhibit A-9 Temporary Shelter Care Facility (TSCF) Contact Numbers.

PERFORMANCE OUTCOME SUMMARY
2.0 WELL-BEING

PROGRAM: TEMPORARY SHELTER CARE FACILITY (TSCF)

PROGRAM TARGET GROUP: TSCF CHILDREN

PROGRAM GOAL AND OUTCOMES:

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

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

Performance Outcome Summary.Well-Being.doc

2.0 WELL-BEING

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

SERVICE TASKS:

2.1 Intake Requirements:

2.1.1 Pre-Placement Duties :

(a) The CONTRACTOR shall request from the co-located DCFS staff information obtained from the HUB regarding physical and mental health screening;

(b) The CONTRACTOR shall request information from the co-located DCFS staff in conformity with DCFS policy and confidentiality laws regarding the referred child's/children's needs, including copies of all court reports and social studies;

(c) The CONTRACTOR shall request from co-located DCFS staff information regarding any known or suspected dangerous behavior of the referred child;

(d) The CONTRACTOR shall discuss the type of affirming Services the referred child requires, including use of accurate pronouns, name, gender identity, and other affirming procedures.

2.1.2 Assessment and Acceptance of Referred Children:

(a) The CONTRACTOR shall accept every referred child who meets the criteria of the CONTRACTOR's program and target demographic, unless the CONTRACTOR determines that the TSCF program cannot meet the referred child's needs or the referred child is not compatible with the other children currently in residence. If the CONTRACTOR determines that the referred child is unsuitable for the available vacancy, the CONTRACTOR shall immediately consult the DCFS Program Manager or designee. The CONTRACTOR shall ensure non-discrimination on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status.

(b) The CONTRACTOR shall not house or co-mingle TSCF children with any other non-TSCF residents without prior written approval from CCLD.

(c) All CONTRACTORS shall have staff available 24 hours, seven days per week to receive children who have run away from the CONTRACTOR's TSCF site and who need to be returned to the CONTRACTOR's TSCF site.

2.1.3 Orientation of New TSCF Children:

(a) Upon entry or as soon as practical, the CONTRACTOR shall provide to, and discuss with, each new TSCF Child, in an age-appropriate manner, a comprehensive overview of the CONTRACTOR's program and procedures, including the personal rights information in the LIC 613 B, Personal Rights Form, Exhibit A-6, Personal Rights Children's Residential Facilities; Exhibit A-7, Foster Youth Bill of Rights; WIC Section 16001.9; and Health and Safety Code, Section 1522.41(a-c).

1) To have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status; and

2) At 16 years of age or older, to have access to existing information regarding the educational options available, including, but not limited to, the coursework necessary for vocational and postsecondary educational programs, and information regarding financial aid for postsecondary education.

(b) Such overview shall be general in nature to explain house rules including disciplinary practices and grievance/complaint procedures.

(c) The CONTRACTOR shall provide the Youth written copies of personal rights, Foster Youth Bill of Rights, house rules, disciplinary practices, and grievance/complaint procedures.

2.2 Educational Requirements:

2.2.1 Stable School Placements:

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

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

The CONTRACTOR shall advocate compliance with Education Code Section 48853.5(d)(1), which states, "At the initial detention or placement,

or any subsequent change in placement of a foster child, the local educational agency serving the foster child shall allow the foster child to continue his or her education in the school of origin for the duration of the academic school year."

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

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

(a) Whenever possible and when resources are available, DCFS regional staff in collaboration with the DCFS Education Specialist will secure transportation for children to their school of origin, unless the child is considered a flight risk and/or at risk of abduction. Please refer to the CDSS TSCF Interim Licensing Standards, Version I, released June 1, 2017, Article 2.5 Transitional Plan, 84613 (b) (8) The services to be provided as described in Welfare and Institutions Code section 11462.022(e).

(b) Upon intake, the CONTRACTOR will interview the children to identify the current school of attendance/enrollment (if the case-carrying CSW has not already provided this information). The co-located DCFS staff will initiate an education alert to Regional CSW and co-located Education Specialist, to evaluate the youth's school-related matters such as school enrollment, school placement, academic review, SPED assessment, and appropriate educational needs of youth to be addressed. If deemed appropriate and necessary, Notification to School of Pupil's Foster Care Status and Request for Transfer of Pupil and Appropriate Records from the School-of-Origin to the New School (DCFS 1399 Form), which identifies the Educational Rights Holder and prompts the school to freeze the child's grades and attendance will be completed by Regional CSW. In addition, if possible, the co-located DCFS staff will request the school to provide packets for the children to keep up with their class work.

(c) The co-located DCFS staff may also explore the Local Education Agencies, including the Los Angeles Unified School District (LAUSD) and the Los Angeles County Office of Education (LACOE) for any additional academic resources/services.

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

2.2.5 Participation in TSCF Child's School Program and Homework:

The CONTRACTOR may oversee the TSCF Child's completion of homework and assign TSCF staff with the necessary skills to assist with homework. The CONTRACTOR may also engage the TSCF Child in age and developmentally appropriate activities. These may include computer access time, tutoring, visits to the library or museums, reading, arts, crafts, music, dramas, and other extra-curricular activities.

2.3 Health and Medical Requirements:

2.3.1 Medical, Emergency Dental, and Psychiatric Needs:

The CONTRACTOR shall have a plan and arrange for the necessary medical, emergency dental, and psychiatric needs of the TSCF Child to be met, which is in accordance with their CDSS approved Plan of Operation.

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

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

(a) The CONTRACTOR shall utilize the Medi-Cal program for all eligible medical, dental, and psychiatric care costs for TSCF Children.

1) If a TSCF Child does not have valid proof of Medi-Cal coverage, the CONTRACTOR shall immediately contact the Foster Care Hotline (800-697-4444) and notify the co-located DCFS staff.

2) If the CONTRACTOR needs assistance in locating a Child Health and Dental Passport (CHDP) provider Doctor/Dentist or one who does equivalent exam/services, the CONTRACTOR may; (1) log onto the web site of the Los Angeles County Department of Health Services at http://lapublichealth.org/chdp/index.htm; (2) contact the TSCF Child's co-located DCFS staff; (3) contact a DCFS Public Health Nurse; or (4) contact the DCFS Medical Director's Office at (213) 351-5614.

(b) For any services not eligible for Medi-Cal reimbursement and not covered by private insurance, the CONTRACTOR shall, to the extent feasible, obtain gender affirming medical, dental, or psychiatric care services for the TSCF Child through a COUNTY or COUNTY contracted facility.

(c) For any non-emergency services not eligible for Medi-Cal reimbursement, not covered by private insurance, and not obtainable at a COUNTY or COUNTY contract TSCF, the CONTRACTOR must request by facsimile prior written approval from the case carrying CSW.

2.3.3 Administration of Prescription and Non-Prescription Medications:

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

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

2.4 Emergency Intervention Plan:

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

The CONTRACTOR's emergency intervention plan shall also abide by the requirements of Section 1.5 and Exhibit A-11, Health and Safety Code Section 1180-1180.6.

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

2.5 Readmission of a Child Referred to a Psychiatric Hospital:

The CONTRACTOR shall readmit any child referred to a psychiatric hospital after the TSCF Child is discharged from the hospital. Exceptions to this rule are if:

(1) the CONTRACTOR and co-located DCFS staff mutually agree that the child's readmission jeopardizes the health and safety of that child or others in the TSCF; or (2) a mutual treatment decision is reached with the CONTRACTOR Program Manager not to return the child to the TSCF.

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

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

Activities should include, but are not limited to:

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

(a) Toys for toddlers and children, such as, but not limited to dolls, blocks, toy cars, puzzles, etc.,

(b) Books for all age groups,

(c) Cards and board games,

(d) Art supplies and educational games,

(e) Outdoor toys, which include balls, small bikes, play house sets,

(f) Child activities include video games and computer access (non-internet), and

(g) There is also age appropriate television and DVDs to watch.

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

(a) When utilizing any toys, the age, interest and skill level of child will be considered.

(b) All instructions, recommendations and directions on using toys will be followed.

(c) Ensure adequate supervision and caution for toddlers when playing with small objects, to prevent swallowing, which may block child’s air ways (i.e. marbles, beads, balloons, small balls, board game pieces, barrettes and blocks). Infants will not be provided with these items to play with.

(d) All stuffed animals will be washed (in order to prevent the spread of germs). Ensure toys and stuffed animals do not have any removable parts such as eyes and nose.

(e) Board Games such as, but not limited to Monopoly and Uno are monitored as emotions do rise and items may be thrown.

(f) Outdoor Games such as basketball and bike riding are closely monitored to ensure safety for those playing or riding.

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

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

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

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

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

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

2.7.1 Food Preparation and Storage:

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

2.8 Clothing:

2.8.1 The CONTRACTOR shall maintain an ample supply of clothing in accordance to industry size charts and shall in no situation be too small or more than two sizes larger than actual measurements indicate. The clothing shall also be clean, in good condition, and appropriate for the intended use and season. In no event shall the CONTRACTOR provide used/second hand underwear or shoes. The CONTRACTOR may use donations of new clothing. The clothing is the property of the TSCF Child

and shall be retained by the TSCF Child upon departure of TSCF. The CONTRACTOR shall provide for laundry and mending of clothing. The CONTRACTOR shall label a TSCF Child's clothing for identification purposes.

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

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

When the TSCF Child is discharged, the CONTRACTOR shall ensure that the TSCF Child's clothing and personal belongings accompany the TSCF Child to the next placement. If the TSCF Child runs away, the CONTRACTOR shall gather the TSCF Child's clothing and personal belongings and alert the co-located DCFS staff that such belongings are at the TSCF to be picked up by the case carrying CSW.

2.9 Linens, Hygiene, and Personal Care Items:

2.9.1 Linens:

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

2.9.2 Hygiene and Personal Care Items:

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

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

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

2.10 Transition of TSCF Child from TSCF:

2.10.1 TSCF staff will work with co-located DCFS staff to transition children to either return to their home, or out-of-home placement, or for any other plan developed for the child.

EXHIBIT B: ATTACHMENTS

TEMPORARY SHELTER CARE FACILITY (TSCF)
STAKEHOLDER COMMENT FORM

_____

Name of Prospective Contractor / Interested Stakeholder

Please mark "X" for either the TSCF Contract or TSCF Statement of Work (SOW), list the exact Part, Section, and Subsection numbers of the TSCF Contract or TSCF SOW, copy the respective language from the TSCF Contract or TSCF SOW and provide your comment or question in the appropriate column. Please add additional rows if needed.

(Sample entry provided in blue text below.)

#	TSCF Contract	TSCF SOW	Part, Section, Subsection Number	Language	Comment / Question
e.g.	*X*		*Part I: Unique Terms and Conditions, Section 2.0 Term, Subsection 2.4*	*2.4 The CONTRACTOR shall notify COUNTY when this Contract is within six (6) months of the expiration of the term. Upon occurrence of this event, the CONTRACTOR shall send written notification to COUNTY Program Manager.*	*What is the address of the County Program Manager?*
e.g.		*X*	*Part A: Introduction, Section 2.0 Overview, Subsection 2.5, Exhibit A-7, Foster Youth Bill of Rights, Section II, The right to adequate living conditions, Subsection 7*	*Exhibit A-7, Foster Youth Bill of Rights: Subsection 7. Residents who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.*	*Will a doctor's note be provided for special dietary needs?*
1					
2					
3					
4					
5					
6					
7					

TEMPORARY SHELTER CARE FACILITY (TSCF)
STAKEHOLDER COMMENT FORM

#	TSCF Contract	TSCF SOW	Part, Section, Subsection Number	Language	Comment / Question
8					
9					
10					
11					
12					

ATTACHMENT A

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

_____
Contractor's Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

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

_____
Name of Firm

_____
Print Name and Title

_____ _____
Authorized Signature Date

ATTACHMENT B

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

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

TYPE OF BUSINESS STRUCTURE: _____
(Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male			
Female			

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

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

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

M W D DV

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ Expiration Date _____

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

LAC/CBE SANCTIONS

1. A person or business shall not:

   a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.

   b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.

   c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.

   d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.

2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three (3) years.

3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

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

_____ _____

AUTHORIZED SIGNATURE DATE

_____

Name / Title / Name of Company or Organization

ATTACHMENT C-1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT C-3

CONTRACT FOR CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT D

DEPARTMENT OF AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

These Attachment can be obtained via Internet at:

http://file.lacounty.gov/SDSInter/auditor/portal/214867_ACContractAccountingandAdministrationHandbook-March2014.pdf

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2014)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2014 are less than $52,427 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2015.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2014 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2014 and owes no tax but is eligible for a credit of $800, he or she must file a 2014 tax return to get the $800 refund.

ATTACHMENT F

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

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is given an exemption from the Program

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ❑ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ❑ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "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 chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

ATTACHMENT G

SAFELY SURRENDERED BABY LAW

Posters and other campaign material are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

CONTRACTOR'S ADMINISTRATION

CONTRACT NO. _____

CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION. THE DESIGNATED CONTACT PERSON(S) WILL RECEIVE ALL CORRESPONDENCE TO THIS CONTRACT.

CONTRACTOR'S PROJECT DIRECTOR (CPD):

Organization Name: _____

Contact Person: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

ALTERNATIVE CPD:

Contact Person: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)
(Individuals authorized by the Board to bind Contractor in a Contract with the County)

Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

IF THERE ARE ANY CHANGES, A NEW CERTIFIED SOI MUST BE SUBMITTED TO:

Department of Children and Family Services
Contracts Administration Division
Attn: Contracts Division Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

I hereby certify that the above information is correct. If any changes occur an updated Contractor's Administration Form and a new certified Statement of Information will be submitted to the Department of Children and Family Services Contracts Administration Division at the above address.

_____
Print Name of Individual Authorized to Bind Contractor in a Contract with the County

_____
Signature of Individual Authorized to Bind Contractor in a Contract with the County

_____
Date

ATTACHMENT I

ADMINISTRATION OF CONTRACT

COUNTY'S ADMINISTRATION

DATE: _____

CONTRACT NO.: _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

E-Mail Address: _____

COUNTY ALTERNATE PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

E-Mail Address: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

ATTACHMENT K

USER COMPLAINT REPORT
TEMPORARY SHELTER CARE FACILITY

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

Date of Report: DCFS User Name: _____

DCFS Office Address: _____

Phone No. E-mail Address: _____

Date(s) of Incident(s): _____

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

☐ Contractor's Program Director is not responding to messages.

☐ Contractor's staff not available or not responding to messages.

☐ Contractor making staff changes without notification to the County.

☐ Illegal or inappropriate behavior by Contractor's staff.

☐ Contractor not submitting reports or maintaining records as required.

☐ Contractor not complying with the quality assurance requirements as specified in the Contract.

☐ Other (describe):

_____

_____

_____

_____

_____

To report an urgent/serious problem, call Naftali Sampson, CPM, 213-351-3289.

Send UCR to Bureau of Specialized Response Services, Naftali Sampson, Division Chief, 425 Shatto Pl., Los Angeles, CA 90020, Room 537, and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HIPAA AND HITECH

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B* , ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory

devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5" Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a

governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HIPAA AND HITECH

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HIPAA AND HITECH

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number 1(800) XXX-XXXX.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HIPAA AND HITECH

Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

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CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HIPAA AND HITECH

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs

incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure.

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For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HIPAA AND HITECH

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HIPAA AND HITECH

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

Office of Management and Budget (OMB)

Title 2 Code of Federal Regulations (CFR)

Chapter I, Chapter II, Part 200 et. al

and 2 CFR 1.100, Title 2, Part 1

These can be obtained via Internet by accessing the US Government Printing Office's home page at:

https://www.ecfr.gov/cgi-bin/text-idx?SID=0b5dbf7c673a7f2cc48b1d49ecab500c&mc=true&tpl=/ecfrbrowse/Title02/2tab_02.tpl

and

https://www.gpo.gov/fdsys/pkg/CFR-2017-title2-vol1/pdf/CFR-2017-title2-vol1.pdf

ATTACHMENT N

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

_____

_____

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

Print Name:	Title:
Signature:	Date:

ATTACHMENT O: UNIFORM ADMINISTRAIVE REQUIREMENTS
PUBLISHED: JANUARY 12, 2021

Capital Region. Public vessels and vessels already at berth at the time the security zone is implemented do not have to depart the security zone. All vessels underway within the security zone at the time it is implemented are to depart the zone at the time the security zone is implemented. To seek permission to transit the zone, the Captain of the Port Maryland-National Capital Region can be contacted at telephone number (410) 576–2693 or on Marine Band Radio, VHF–FM channel 16 (156.8 MHz). Coast Guard vessels enforcing this zone can be contacted on Marine Band Radio, VHF–FM channel 16 (156.8 MHz). The Coast Guard may be assisted by other Federal, state or local law enforcement agencies in enforcing this regulation. If the Captain of the Port or his designated on-scene patrol personnel determines the security zone need not be enforced for the full duration stated in this notice, a Broadcast Notice to Mariners may be used to suspend enforcement and grant general permission to enter the security zone.

This notice of enforcement is issued under authority of 33 CFR 165.508 and 5 U.S.C. 552(a). In addition to this notice of enforcement in the **Federal Register**, the Coast Guard will provide notification of this enforcement period via the Local Notice to Mariners and marine information broadcasts.

Dated: December 28, 2020.

Joseph B. Loring,

Captain, U.S. Coast Guard, Captain of the Port Maryland-National Capital Region.

[FR Doc. 2020–28985 Filed 1–11–21; 8:45 am]

BILLING CODE 9110–04–P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

45 CFR Part 75

RIN 0991–AC16

Health and Human Services Grants Regulation

AGENCY: Office of the Assistant Secretary for Financial Resources, Department of Health and Human Services.

ACTION: Final rule.

SUMMARY: This final rule repromulgates and adopts changes to certain provisions in the Department's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards (UAR). This rule repromulgates sections of the UAR dealing with payments, access to records, indirect allowable cost requirements, and a portion of the provision dealing with shared responsibility payments under the Affordable Care Act. This rule also amends sections dealing with national policy requirements to bring them into compliance with the authority under which the UAR is promulgated and OMB guidance, as well as to reflect those nondiscrimination requirements that have been adopted by Congress.

DATES: This rule is effective February 11, 2021.

FOR FURTHER INFORMATION CONTACT: Johanna Nestor at *Johanna.Nestor@hhs.gov* or 202–205–5904.

SUPPLEMENTARY INFORMATION:

Table of Contents

I. Introduction

This rule repromulgates provisions of Part 75 that were originally published late in 2016 in a rulemaking which the Department had serious concerns about compliance with certain requirements of the Regulatory Flexibility Act. This rule also finalizes proposed changes to § 75.300, on statutory and national policy requirements to bring them into alignment with the Department's statutory authorities, including those underlying part 75. The Department is committed to the principle that every person must be treated with dignity and respect and afforded all of the protections of the Constitution and statutes enacted by Congress—and to fully enforcing such civil rights protections and requirements. The Department has determined, however, that the public policy requirements it imposed in the existing § 75.300(c) and (d) disrupted the balance struck by Congress with respect to nondiscrimination requirements applicable to grant recipients and, as evidenced by the requests for accommodations and lawsuits, will violate the Religious Freedom Restoration Act, 42 U.S.C. 2000bb–2000bb–4 (RFRA), in some circumstances.[1] The Department also believes that these requirements have sowed uncertainty that, over time, could decrease the effectiveness of Department-funded programs by deterring participation in them.

Given the careful balancing of rights, obligations, and goals in the public-private partnerships in Federal grant programs, the Department believes it appropriate to impose only those nondiscrimination requirements required by the Constitution and federal statutes applicable to the Department's grantees. But such authorities do not support the application of some of the requirements in existing § 75.300(c) and (d) to all recipients of Departmental assistance or to all Department-funded programs. Accordingly, the Department revises § 75.300(c) to recognize the public policy requirement that otherwise eligible persons not be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of programs and services where such actions are prohibited by federal statute. The Department also revises § 75.300(d) to state clearly that the Department will follow all applicable Supreme Court decisions in the administration of the Department's award programs.[2]

With respect to the other provisions in the 2016 rulemaking, the Department repromulgates § 75.305(a), which addressed the applicability of certain payment provisions to states; § 75.365, which authorized the grant agency to require recipients to permit public access to various materials produced under a grant, but authorized the agency to place restrictions on grantees' ability to make public any personally identifiable information or other information that would be exempt from disclosure under FOIA; § 75.414(c)(1)(i) through (iii) and (f), which established limits on the amount of indirect costs allowable under certain types of grants; and § 75.477, which established that recipients could not include, in allowable costs under HHS grants, any tax payment imposed on an employer for failure to comply with the Affordable Care Act's employer shared responsibility provisions, but does not repromulgate the exclusion from allowable costs in grants of penalties due for failing to comply with the individual shared responsibility provision because such tax penalty has been reduced to zero except for tax penalties associated with failure to maintain minimum essential coverage prior to January 1, 2019.

[1] Some non-Federal entities and commenters argued that the Department lacked the legal authority to promulgate existing § 75.300(c) and (d). While the Department is concerned about its statutory authority for these existing provisions, it does not need to resolve the issue definitively because the Department believes that amending these provisions is warranted in light of the other reasons set forth in this preamble.

[2] The final rule also does not repromulgate, and removes, § 75.101(f); with the amendments to § 75.300(c) and (d), the provision is not necessary.

II. Background

The December 2014 Adoption of the UAR

On December 26, 2013, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR part 200, that ''set standard requirements for financial management of Federal awards across the entire federal government.'' 78 FR 78590 (Dec. 26, 2013). OMB's purpose in promulgating the Uniform Guidance was to (1) streamline guidance in making federal awards to ease administrative burden and (2) strengthen financial oversight over federal funds to reduce risks of fraud, waste, and abuse. 78 FR 78590 (Dec. 26, 2013); 85 FR 3766 (Jan. 22, 2020).

In December of 2014, the Department, in conjunction with OMB and two dozen other federal departments and agencies adopted Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (UAR). 79 FR 75871 (Dec. 19, 2014). The Department adopted ''OMB's final guidance with certain amendments, based on existing HHS regulations, to supplement the guidance as needed for the Department.'' 79 FR at 75875.

As promulgated by OMB, the statutory authorities for the cost and audit principles in the Uniform Guidance and the UAR include the Chief Financial Officer's Act, 31 U.S.C. 503, the Budget and Accounting Act, 31 U.S.C. 1101–1125, the Single Audit Act, 31 U.S.C. 6101–6106, and several Executive Orders dictating internal government practice. 2 CFR 200.103. Similarly, as adopted—and as currently in force—these same authorities underlie HHS's UAR regulations. 45 CFR 75.103. These laws provide broad authority for the financial management and administration of federal awards (grants and cooperative agreements). The Chief Financial Officers Act, for example, provides that OMB shall ''oversee, periodically review, and make recommendations to heads of agencies on the administrative structure of agencies with respect to their financial management activities.'' 5 U.S.C. 503(a)(6). Similarly, the Single Audit Act directs each agency, pursuant to guidance issued by OMB, to ''(1) monitor non-federal entity use of federal awards, and (2) assess the quality of audits conducted under this chapter.'' 31 U.S.C. 7504. These statutes include rulemaking delegations, *see, e.g.,* 31 U.S.C. 7505, and for decades have provided unquestioned authority for the financial management and oversight of federal grants. But that authority is limited to requirements associated with the financial management and oversight of federal grants.

As initially promulgated, Statutory and National Policy Requirements, 2 CFR 200.300 (and 45 CFR 75.300), was a notice provision. It directed the Federal awarding agency ''to communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.'' 2 CFR 200.300(a). *See also* Appendix I, F.2 to Part 200—Full Text of Notice of Funding Opportunity (describing requirement to inform applicants of national policy requirements: ''Providing this information lets a potential applicant identify any requirements with which it would have difficulty complying if its application is successful . . . . Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions.''). The section, Statutory and National Policy Requirements, was not intended to be an independent basis for, or to establish, new substantive conditions, nondiscrimination or otherwise.

In adopting the Uniform OMB guidance, the Department supplemented it with HHS specific amendments to account for the Department's particular functions and programs. 79 FR 75871, 75889 (Dec. 19, 2014). However, the Department did not add to the authorities beyond § 75.103 and the Housekeeping Statute as the basis for Part 75.

In § 75.300, Statutory and National Policy Requirements, HHS adopted OMB's Uniform Guidance nearly verbatim. Under § 75.300(a), the HHS agency awarding a grant is required to manage and administer the Federal award so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements. The regulation specifically identifies those statutory and public policy requirements as including those protecting public welfare, the environment, and prohibiting discrimination. Section 75.300(a) also requires the HHS awarding agency to communicate to recipients all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

The OMB Uniform Guidance and the Department's UAR apply to the recipients (and, as provided, subrecipients) of Federal financial assistance from the Department, whether such assistance is provided in the form of grants or cooperative agreements, with such recipients and subrecipients referenced, collectively, as ''non-Federal entities.'' In this preamble, for ease of reference, the Department uses the term ''grant'' in place of ''Federal financial assistance'' or ''Federal award,'' the terms used in the UAR and defined in § 75.2. Similarly, the term ''grantmaking agency'' is used to reference ''Federal awarding agency'' or ''HHS awarding agency,'' as those terms are defined in § 75.2. Finally, in this preamble, the Department uses ''grantee'' and ''subgrantee'' interchangeably with ''recipient'' and ''subrecipient,'' respectively, as those terms are also defined in § 75.2.

The Department's Additions to the UAR in December 2016

In July 2016, the Department proposed certain amendments to the UAR, and in December 2016, the Department finalized amendments to modify its UAR to incorporate certain directives ''not previously codified in regulation.'' 81 FR 89393 (December 12, 2016) (2016 Rule). These amendments included changes to a State payment provision, access to records, indirect allowable cost requirements, exclusion from allowable costs of employer and individual shared responsibility payments under the Affordable Care Act, and policy requirements dealing with discrimination and Supreme Court decisions on same-sex marriage. Specifically, the 2016 Rule adopted:

- Section 75.300(c) and (d), which required recipients not to discriminate on the basis of certain specified factors, regardless of whether those factors had been incorporated into nondiscrimination statutes applicable to the specific grants and recipients (and § 75.101(f), which exempted the Temporary Assistance for Needy Families from such requirements), and required recipient compliance with two specific Supreme Court decisions.
- Section 75.305(a), which addressed the applicability of certain payment provisions to states.
- Section 75.365, which authorized the grant agency both to require recipients to permit public access to various materials produced under a grant and to place restrictions on recipients' ability to make public any personally identifiable information or

other information that would be exempt from disclosure under FOIA.

- Section 75.414(c)(1)(i) through (iii) and (f), which established limits on the amount of indirect costs allowable under certain types of grants.
- Section 75.477, which established that recipients could not include, in allowable costs under HHS grants, any tax penalty/payment imposed on an individual or on the employer for failure to comply with the individual or employer shared responsibility provisions, respectively.[3]

These new requirements became effective January 11, 2017.

The Department's November 2019 Notice of Exercise of Enforcement Discretion and Proposed Rule

As States and other recipients and subrecipients became aware of these new regulatory requirements, some began to complain to the Department about certain elements of § 75.300(c) and (d), contending, among other things, that application of some of the requirements in those provisions (1) unlawfully interfered with certain faith-based organizations' protected speech and religious exercise, in violation of the Religious Freedom Restoration Act (RFRA), 42 U.S.C. 2000bb, *et seq.,* or the U.S. Constitution, (2) exceeded the Department's statutory authority, and (3) reduced the effectiveness of programs funded by the Department by excluding certain entities from participating in those programs. These communications, requests for exemptions or deviations, and complaints[4] caused the Department to look more closely at the 2016 rulemaking by which these and other provisions in the UAR were adopted. The Department's examination raised serious concerns about compliance with certain requirements of the Regulatory Flexibility Act, and caused the Department to decide not to enforce the provisions added by the 2016 Rule, pending repromulgation. The Department issued that Notice of Exercise of Enforcement Discretion on November 1, 2019. *See https://www.hhs.gov/about/news/2019/11/01/hhs-issues-proposed-rule-to-align-grants-regulation.html* (issuance of proposed rule ''follows same-day issuance of a Notice of Nonenforcement of certain regulatory provisions''); it was published in the **Federal Register** on November 19, 2019. Notice of Exercise of Enforcement Discretion, 84 FR 63809 (Nov. 19, 2019).[5]

The Notice of Proposed Rulemaking

The Department simultaneously published a proposed rule to repromulgate or revise the provisions of the UAR that had been adopted through the 2016 Rule. It proposed to repromulgate, without change, §§ 75.305(a), 75.365, and 75.414(c)(1)(i)–(iii) and (f). With respect to § 75.477, the Department proposed to repromulgate only the exclusion from allowable costs of any employer payments for failure to offer health coverage to employees as required by 26 U.S.C. 4980H; it did not propose to repromulgate the provision with respect to shared responsibility payments for individuals because such tax penalty had been reduced to zero.

The Department proposed to amend § 75.300 because it had received communication and complaints, requests for exceptions (under 45 CFR 75.102), and lawsuits concerning § 75.300(c) and (d). It noted that it was preliminarily enjoined from enforcing § 75.300(c) in the State of Michigan as to a particular subgrantee's protected religious exercise. *Buck* v. *Gordon,* 429 F. Supp. 3d 447 (W.D. Mich. 2019). It also described concerns expressed by some non-federal entities that requiring compliance with certain nonstatutory requirements of those paragraphs violates the Religious Freedom Restoration Act (RFRA), 42 U.S.C. 2000bb, *et seq.,* or the U.S. Constitution, exceeds the Department's statutory authority, or reduces the effectiveness of programs, for example, by reducing foster care placements in the Title IV–E program of HHS's Administration for Children and Families. The Department explained that these complaints and legal actions indicated that § 75.300(c) and (d) imposed regulatory burden and created a lack of predictability and stability for both the Department and stakeholders with respect to these provisions' viability and enforcement.[6] The Department also noted that some federal grantees had stated that they would require their subgrantees to comply with § 75.300(c) and (d), even if it meant some subgrantees with religious objections would leave the program(s) and cease providing services. Such grantees and subgrantees provide a substantial percentage of services in some Department-funded programs and are effective partners of federal and state governments in providing such services. As noted in the proposed rule, the Department believes that the departure of such grantees and subgrantees from Department-funded programs could likely reduce the effectiveness of those programs.

Accordingly, as an exercise of its discretion to establish requirements for its grant programs and to establish enforcement priorities for those programs, the Department proposed to amend § 75.300(c) and (d). It proposed to amend § 75.300(c) to require compliance with all applicable statutory nondiscrimination requirements. It also proposed to amend § 75.300(d) to specify its commitment to complying with all applicable Supreme Court decisions in administering its award programs, instead of singling out two specific Supreme Court decisions.

As the Department noted in the proposed rule, it had received several requests for exceptions from § 75.300(c) and (d) under 45 CFR 75.102(b) (allowing exceptions to part 75 requirements on a case-by-case basis). In January of 2019, the Department granted the State of South Carolina an exception from the provision in § 75.300(c) that required the State to prohibit subgrantees from selecting among prospective foster parents on the basis of religion, to the extent that such prohibition conflicts with a subgrantee's religious exercise, conditioned on the referral of potential foster parents who do not adhere to the subgrantee's religious beliefs to other subgrantees, or to the South Carolina foster care program. The State's request for a deviation or waiver from § 75.300(c) and (d) noted that the child placing agencies working with South Carolina comply with the requirements of Social Security Act Title IV–E, including the provision that they may not deny a person the right to become an adoptive or foster

[3] The Department had proposed, but did not finalize, a revision to § 75.102, relating to requirements related to the Indian Self Determination and Education Assistance Act. Apart from this provision, which generated a significant number of comments, the Department received few comments on the proposed rule.

[4] In addition to those specifically mentioned in the proposed rule, the Department received communications from individuals and organizations such as Senators and Members of Congress, state legislators, religious leaders (including all of the Catholic Bishops of Pennsylvania), faith-based charities and charities operated by churches and religious orders, and public interest groups.

[5] The Department received several comments on the enforcement discretion notice. These comments primarily criticized the Department for ignoring the statements of Regulatory Flexibility Act compliance within the 2016 rule, and for not engaging in notice and comment prior to amending the rule. As this notice responds to comments and finalizes the proposed rule, those concerns are no longer at issue.

[6] In response to a request for information in 2017, some members of the public submitted comments to the Department citing possible burdens created by paragraphs (c) and (d) as they were included in the 2016 Rule. *See https://www.regulations.gov/docketBrowser?rpp=25&so=DESC&sb=commentDueDate&po=0&s=75.300&dct=PS&D=HHS-OS-2017-0002.*

parent on the basis of ''race, color, or national origin,'' 42 U.S.C. 671(a)(18), and contended that the Department had unlawfully expanded such statutory provisions through those regulatory provisions.[7] The State also argued that the provisions violated the Constitution and RFRA because they require certain child placing agencies to abandon their religious beliefs or forgo the available public licensure and funding. In granting the exception, the Department, through its Office for Civil Rights (OCR) and the Administration for Children and Families (ACF), respectively, found that requiring the State's subgrantee to comply with the religious nondiscrimination provision would substantially burden its religious beliefs in violation of RFRA [8] and that application of the regulatory requirement would cause a significant programmatic burden for South Carolina's foster care program by impeding the placement of children into foster care.[9] Finding that other foster care agencies were available to facilitate adoptions for those who did not share the particular subrecipient's religious beliefs, the Department granted South Carolina's request for an exception with respect to the particular subgrantee and other similarly situated subgrantees, in order to facilitate the participation of faith-based entities in the recruitment of families for South Carolina's foster care program. The Department also reviewed § 75.300(c) and concluded that it likely exceeded the nondiscrimination provisions for the foster care program specifically enacted by Congress.[10]

The State of Texas also expressed concerns about the legality of § 75.300(c) and (d). The Texas Attorney General first sent a letter to the Secretary and to several components of the Department from which it received grants, notifying them that it considered the gender-identity and sexual-orientation nondiscrimination requirements of § 75.300(c), and the treatment of same-sex-marriage requirement of § 75.300(d), to be contrary to law and that it did not intend to comply with such provisions in the operation of its programs funded with Department grants. In a subsequent communication, the Texas Attorney General's Office stated that § 75.300(c) and (d) suffer from various legal flaws, asked the Department to repeal the provisions, and, in the alternative, requested that ACF grant an exception from the application of those provisions for any faith-based, child-welfare service provider in Texas's Title IV–E foster care and adoption program. Another letter reiterated the arguments and requests made in the preceding letters. The Department, through ACF and OCR, reached out to the State on several occasions, but was unable to determine whether specific faith-based organizations were being affected by the provisions. One day before the Department posted the proposed rule in this rulemaking to its website, *see https://www.hhs.gov/about/news/2019/11/01/hhs-issues-proposed-rule-to-align-grants-regulation.html,* Texas, joined by the Archdiocese of Galveston-Houston, instituted a lawsuit challenging the regulations under the Administrative Procedure Act (APA), RFRA, the First Amendment, and the Spending Clause. Texas and the Archdiocese alleged that the application of § 75.300(c) and (d) to the State's Title IV–E Foster Care and Adoption Assistance program violates RFRA because it requires current and potential program participants, including the Archdiocese, which seeks to participate in Texas's Title IV–E program, to refrain from discriminating on the basis of sexual orientation, gender identity, and same-sex-marriage status as a condition of participation in the program. *Texas* v. *Azar,* 3:19–cv–0365 (S.D. Tex 2019).[11]

Pursuant to the Department's motion to dismiss, on August 5, 2020, the district court dismissed the complaint as moot and entered judgment for the Department. *Texas* v. *Azar,* 2020 WL 4499128 (Aug. 5, 2020).

In addition to the litigation referenced above, the Department has also been subject to several other lawsuits concerning these provisions. As noted, in *Buck* v. *Gordon,* 429 F.Supp.3d 447 (W.D. Mich. 2019), a district court preliminarily enjoined the Department from enforcing § 75.300(c) with respect to plaintiffs. One of the plaintiffs in that lawsuit, a Catholic charity, was willing to place children for adoption with same-sex couples once they were certified by the State or another agency, but could not, consistent with its religious beliefs, provide such certifications. Michigan had not sought an exception, but had required subrecipients to comply with nondiscrimination conditions as adoption placement agencies, even though doing so violated the sincerely held religious beliefs of the plaintiff Catholic charity in the lawsuit.[12] Plaintiffs sued both Michigan and the Department. As noted, the court entered a preliminary injunction against the Department, prohibiting it from taking any enforcement action against Michigan based on the faith-based organization's protected religious exercise or Michigan's obligations under the preliminary injunction to accommodate that religious exercise.

Against the backdrop of multiple requests for exceptions, communications and other complaints

[7] The request was subsequently narrowed to a request for an exception from the religious nondiscrimination provision in § 75.300(c).

[8] In reaching this conclusion, OCR found, among other things, that (1) the religious nondiscrimination provision in section 75.300(c) exceeds the scope of the nondiscrimination provisions found in the federal statutes applicable to the foster care program, and provides no exception for religious organizations (as found in other statutes prohibiting religious discrimination, (2) the OMB UAR does not include analogous provisions to section 75.300(c), and (3) HHS UAR permits the awarding agency to grant exceptions to applicable provisions on a case-by-case basis.

[9] South Carolina had provided information to the Department that it needs more child placing agencies, that faith-based organizations are essential to recruiting more families for child placement, and that it would have difficulty continuing to place all children in need of foster care without the participation of such faith-based organizations.

[10] Two lawsuits were filed against the Department, challenging the Department's decision to grant an exception to South Carolina. In *Maddonna* v. *Department of Health and Human Services,* 19–cv–448 (D.S.C. 2019), a Catholic plaintiff challenged the exception granted to South Carolina and its subrecipient bringing claims against the Department under the Administrative Procedure Act, and the First and Fifth Amendment; while the complaint was dismissed without prejudice because of lack of standing, the plaintiff has filed a further lawsuit. In *Rogers* v. *HHS,* 19–cv–01567–TMC (D.S.C. 2019), a Unitarian same-sex couple challenged the exception as a violation of the First and Fifth Amendments as well.

[11] On March 5, 2020, the Department's Office for Civil Rights (OCR) issued a letter to the Texas Attorney General indicating that OCR has concluded that RFRA prohibits the Department from applying (*i.e.,* enforcing) section 75.300(c) and (d) to Texas with respect to the Archdiocese or other similarly situated entities. In analyzing the issue, OCR noted.

- The Archdiocese's sincerely held religious beliefs with respect to marriage.
- Application of § 75.300(d) and certain provisions in § 75.300(c) to require Texas to exclude the Archdiocese (or similarly situated entities) from its foster care and adoption programs would constitute a substantial burden on the Archdiocese's religious exercise by compelling it to choose between religious exercise and participation in the program.
- Applying those provisions to Texas with respect to the Archdiocese is not the least restrictive means of advancing a compelling governmental interest because doing so would likely reduce the effectiveness of the Title IV–E program and the Department's compelling interest is in increasing the number of providers, including faith-based providers, who are willing to participate in the foster care program; the governmental interest in ensuring that potential foster care or adoptive parents with whom certain providers cannot partner still have opportunities to participate in the Title IV–E program can be accomplished through other means, such as promoting the availability of alternative providers; the OMB UAR does not contain provisions analogous to the provisions at issue; and part 75 provides a mechanism for granting exceptions from the requirements of that part.

[12] Michigan imposed this requirement independent of the requirements imposed by the Department in § 75.300(c) and (d).

concerning § 75.300(c) and (d), continued lawsuits, and a careful consideration of its authorities, the Department proposed amending these provisions in November of 2019. 84 FR 63831 (Nov. 19, 2019).

OMB's January 2020 Proposed Rule Updating the Uniform Guidance

Consistent with 2 CFR 200.109, which requires OMB to review the Uniform Guidance every five years, on January 22, 2020, OMB issued a proposed rule to update the Uniform Guidance. 85 FR 3766 (Jan. 27, 2020). With respect to OMB's Statutory and National Policy Requirements provision, OMB proposed to amend the first sentence of § 200.300(a) to include references to the U.S. Constitution and federal law and specific references to free speech and religious liberty, in addition to the specific references currently in § 200.300(a). Thus, under the proposed guidance, the Federal awarding agency would be required to manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented ''in full accordance with the U.S. Constitution, Federal Law, statutory, and public policy requirements,'' including ''those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.'' 85 FR at 3793. According to OMB, the purpose for the proposed revisions are ''to align with Executive Orders (E.O.) 13798 ''Promoting Free Speech and Religious Liberty'' and E.O. 13864 ''Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities.'' These Executive Orders advise agencies on the requirements of religious liberty laws, including those laws that apply to grants, and set forth a policy of free inquiry at institutions receiving Federal grants; the proposed revisions would ''underscore[ ] the importance of compliance with the First Amendment.'' 85 FR at 3768. The comment period closed on March 23, 2020. On August 13, 2020, OMB issue the final Guidance for Grants and Agreements, 85 FR 49506 (Aug. 13, 2020). As amended in the final rule, section 200.300(a) provides that the federal awarding agency would manage and administer federal awards so as to ensure that funding and associated programs are implemented and managed ''in full accordance with the U.S. Constitution, Federal Law, and public policy requirements,'' including ''those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.'' The Department anticipates that it will, as appropriate, amend its UAR to align with any changes adopted to the Uniform Guidance.[13]

III. Statutory Authority

As discussed above, in promulgating the UAR and Part 75, both OMB and the Department relied almost exclusively on the Housekeeping Statute, 5 U.S.C. 301, and the financial management statutes in 2 CFR 200.103 (and 45 CFR 75.103). These include the Chief Financial Officer's Act, 31 U.S.C. 503, the Budget and Accounting Act, 31 U.S.C. 1101–1125, the Single Audit Act, 31 U.S.C. 6101–6106, and several Executive Orders dictating internal government practice.

The Department also has statutory authority to issue regulations to enforce certain government-wide statutory civil rights nondiscrimination statutes, such as Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.* (prohibiting discrimination on the basis of race, color, national origin by recipients of Federal financial assistance); Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 (prohibiting discrimination on the basis of sex in federally assisted education programs), Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (prohibiting discrimination on the basis of disability in programs and activities conducted by, or receiving financial assistance from, federal agencies), and the Age Discrimination Act, 42 U.S.C. 6101 *et seq.* (prohibiting discrimination on the basis of age in programs and activities receiving financial assistance from federal agencies). There are also certain program specific nondiscrimination provisions where the Department has the authority to issue enforcement regulations. These include section 471(a)(18) of the Social Security Act (SSA), 42 U.S.C. 671(a)(18) (prohibiting discrimination on the basis of race, color, or national origin in Title IV–E adoption and foster care programs), and section 508 of the SSA, 42 U.S.C. 708 (prohibiting discrimination on the basis of age, race, color, national origin, disability, sex, or religion in Maternal and Child Health Services Block Grant programs).[14]

IV. Section-by-Section Description of the Final Rule and Response to Public Comments

The Department provided a 30-day comment period, which closed on December 19, 2019. The Department received well over 100,000 public comments. After considering the comments, the Department finalizes the proposed rule with the changes described in this section, in which the Department discusses the public comment, its responses, and the text of the final rules.

General Comments

Comment: Several comments stated 30 days was not sufficient time to comment on the proposed rule and asked the Department to extend the comment period.

Response: The Department appreciates the commenters' suggestions, but respectfully disagrees that the 30-day comment period was insufficient and declines to extend the comment period. The APA does not have a minimum time period for comments, and 30-day comment periods are often provided in rulemakings. The comment period closed 30 days after publication of the proposed rule in the **Federal Register** on November 19, 2019, but the proposed rule went on display at the Office of the Federal Register on November 18, 2019, and on the Department's website on November 1, 2019. *See https://www.hhs.gov/about/news/2019/11/01/hhs-issues-proposed-rule-to-align-grants-regulation.html.* This is consistent with the 2016 Rule, which was also the subject of a 30-day comment period. See Health and Human Services Grant Regulation, 81 FR 45270 (July 13, 2016) (establishing a comment period that closed on August 16, 2016).

The comment period provided ample time for the submission of more than 100,000 comments by a variety of interested parties, including extensive comments by a number of entities. Those comments offer a broad array of perspectives on the provisions that the Department proposed to modify in its repromulgation of the 2016 Rule. The number and comprehensiveness of the comments received disprove commenters' claim that the 30-day comment period was insufficient. Accordingly, after reviewing the public

[13] The changes to § 200.300(a) seem to address many of the issues that led the Department to propose the changes that it did to § 75.300(c) and (d). The Department finalizes the amendments to § 75.300(c) and (d) with no substantive changes from the proposed rule. However, as the Department gains experience in implementing the updated provisions, it will consider whether the changes made to section 200.300(a) obviate any need for the Department's § 75.300(c) and (d) and, thus, whether it should repeal such provisions.

[14] The Department is authorized to issue regulations for the efficient administration of its functions in the Social Security Act programs for which it is responsible. *See* SSA 1102(a), 42 U.S.C. 1302(a).

comments and the requests for additional time, the Department does not believe that extending the comment period is or was necessary for the public to receive sufficient notice of, and opportunity to comment on, the proposed rule. Consequently, the Department concludes that the comment period was legally sufficient and is not extending the comment period.

Section 75.300(c) and (d), Statutory and National Policy Requirements, and the Related Provision at 75.101(f)

As noted above, in proposing to repromulgate § 75.300(c) and (d) in modified form, the Department noted non-Federal entities have expressed concerns that requiring compliance with certain nonstatutory requirements of those paragraphs violates RFRA or the U.S. Constitution, exceeds the Department's statutory authority, or reduces the effectiveness of its programs. The Department further noted that the existence of complaints and legal actions indicates that § 75.300(c) and (d) imposed regulatory burden and created a lack of predictability and stability for the Department and stakeholders with respect to these provisions' viability and enforcement. The Department also noted that some Federal grantees had stated that they will require their subgrantees to comply with the nonstatutory requirements of § 75.300(c) and (d), even if it means some subgrantees with religious objections would leave the program(s) and cease providing services rather than comply. Because certain grantees and subgrantees that may cease providing services if forced to comply with § 75.300(c) and (d) provide a substantial percentage of services pursuant to some Department-funded programs and are effective partners of federal and state governments in providing such services, the Department indicated that it believes that such an outcome would likely reduce the effectiveness of Department-funded programs.

Accordingly, as an exercise of its discretion to establish requirements for its grant programs and to establish enforcement priorities for those programs, the Department proposed to amend § 75.300(c) and (d). It proposed to amend § 75.300(c) to require compliance with applicable statutory nondiscrimination requirements. It proposed to amend § 75.300(d) to provide that the Department would follow all applicable Supreme Court decisions in administering its award programs. The Department also proposed to remove § 75.101(f), which was added by the 2016 rule to clarify that the requirements of § 75.300(c) do not apply to the Temporary Assistance for Needy Families Program (title IV–A of the Social Security Act, 42 U.S.C. 601–619).

The Department reexamined the current § 75.300(c) and (d) and their authorities after also receiving complaints from recipients and States that these provisions exceeded the Department's authority under the laws cited in § 75.103 and the Housekeeping Statute, 5 U.S.C. 301. Several commenters pointed out, for example, that the Social Security Act prohibits discrimination on the basis of ''race, color or national origin'' in the foster care and adoption context, 42 U.S.C. 671(a)(18); *see* 42 U.S.C. 608(d) (incorporating statutory nondiscrimination provisions). And several other statutes, such as Title VI, 42 U.S.C. 2000d *et seq,* prohibit categories of discrimination by grantees on a government-wide basis. Upon closer scrutiny, the Department has determined it was not appropriate to stray beyond those statutory categories with the 2016 amendments to § 75.300.

The Department is finalizing § 75.300(c) as proposed, which states: ''It is a public policy requirement of HHS that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services, to the extent doing so is prohibited by federal statute.'' [15] This change ensures that relevant changes in the law in these areas will be most appropriately monitored by the relevant program offices administering them. The Department also finalizes the removal of § 75.101(f).

As discussed, OMB issued proposed guidance amending § 75.300(a) in January. OMB's proposed revision, requiring funds to be expended in full accordance with the Constitution and federal laws, could be seen as mirroring the requirements of proposed § 75.300(d). However, the Department is adopting paragraph (d) as proposed.

Comments: Some commenters opposed the proposed provisions, contending that the Department had the authority to promulgate the current § 75.300(c) and (d) in the 2016 rulemaking. Some said concern about the Department's legal authority is inconsistent with the Department's previous legal position as embodied in the current rule.

Other commenters supported the proposed provisions, contending that the current rule exceeds the Department's authority. Some of these commenters focused on specific programs. For example, some commenters said that the current rule exceeds the Department's authority by expanding the nondiscrimination clause in Title IV–E (the federal foster care and adoption program) to include classifications not found in the statute. Another commenter said that the current rule exceeds the Department's authority and discretion by unilaterally expanding civil rights protections to persons not protected by existing law or Supreme Court decisions. Another commenter noted that the Department lacks statutory authority to vary the nondiscrimination requirements established by Congress for funded programs. Other commenters labeled the current rule executive overreach, contended that it grossly exceeded the authority of an Executive Branch agency to implement the relevant statutory scheme, or argued that federal discrimination standards should adhere to the Constitution, acts of Congress, and Supreme Court decisions.

Response: The Department, like all federal agencies, has authority to revisit regulations and question the wisdom of its policies on a continuing basis. *Chevron U.S.A. Inc.* v. *Natural Resources Defense Council, Inc.,* 467 U.S. 837, 842–843 (1984). The Department has, in fact, written into its UAR regulations a periodic review mechanism. 45 CFR 75.109 (''HHS will review 45 part 75 at least every five years''). In reassessing these provisions, particularly in light of the receipt of letters and complaints,[16] ongoing lawsuits, and exception requests, regarding the lawful and appropriate scope of § 75.300(c) and (d), the Department is exercising that obligation.

With respect to § 75.300(c) in particular, the Department begins by noting that Congress has selectively imposed nondiscrimination requirements in certain statutes, and with respect to certain grant programs, and not imposed the same requirements in others. For example, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color and national origin, but not religion or sex. Title IX of the Education

[15] The Department notes that ''federal statute'' encompasses binding case law authoritatively interpreting the statute, as well as any regulations duly promulgated pursuant to statutory rulemaking authority that address discrimination in particular programs. This clarification should remove possible confusion as to the scope of the provision while still ensuring the agency maintains the balance established by Congress in adopting statutory nondiscrimination provisions in part 75.

[16] While several commenters stressed that important reliance interests are at stake, the 2016 amendment had been in place less than three years when the Department issued the proposed rule.

Amendments of 1972 prohibits discrimination on the basis of sex, but not religion, and only in certain programs. While RFRA prohibits the federal government from substantially burdening a person's exercise of religion unless it demonstrates that the application of the burden is the least restrictive means of furthering a compelling governmental interest and discrimination by the federal government on the basis of religion often will violate RFRA, Congress does not specifically prohibit discrimination on the basis of religion (as such) in many of its statutes. In the statutes establishing certain programs and grants, Congress has specified the protected categories with respect to which discrimination is prohibited. Congress has not expressly included discrimination on the basis of sexual orientation, gender identity, or same-sex marriage status, in any statute applicable to departmental grants. In making these decisions, Congress balanced a number of competing considerations, including ensuring protections for beneficiaries and avoiding burdens that might discourage organizations from participating in Department-funded programs. And it balanced these considerations with respect to, and in the context of, specific grant programs.

Likewise, with respect to § 75.300(d), the Supreme Court's holdings in *United States* v. *Windsor,* 570 U.S. 744 (2013), and *Obergefell* v. *Hodges,* 576 U.S. 644 (2015), have limits. Generally, those cases require federal and state governments (as state actors) to treat same-sex and opposite-sex couples the same in licensing and recognizing marriage. Those cases do not require private individuals to abandon any views or beliefs that they have about same-sex marriage; nor could they, given that the Due Process Clause and Equal Protection doctrine do not regulate private conduct.

In promulgating the existing § 75.300(c) and (d), however, the Department went beyond the nondiscrimination requirements imposed by Congress and beyond the holdings of *Windsor* and *Obergefell.* It added additional prohibited bases of discrimination, thus disrupting the balance struck by Congress for nondiscrimination requirements in Department-funded grant programs. It also inserted a requirement that all grant recipients ''[i]n accordance with the Supreme Court decisions in *United States* v. *Windsor* and in *Obergefell* v. *Hodges,* . . . must treat as valid the marriages of same-sex couples,'' which thus extends the holdings in those cases to non-state action. Indeed, depending on how broadly that provision were interpreted, it could raise concerns under the unconstitutional conditions doctrine. *Cf. Agency for Int'l Dev't* v. *Alliance for Open Society Int'l, Inc.,* 570 U.S. 205, 214 (2013) (''[T]he Government may not deny a benefit to a person on a basis that infringes his constitutionally protected . . . freedom of speech even if he has no entitlement to that benefit.'' (internal quotation marks omitted).

The Department notes that the authority for imposing these requirements is not clear. In promulgating part 75, it relied on the Housekeeping Statute, 5 U.S.C. 301, which authorizes ''[t]he head of an Executive department . . . [to] prescribe[ ] regulations for the government of his department, the conduct of its employees, the distribution and performance of its business, and the custody, use, and preservation of its records, pages, and property.'' But the Department does not interpret that statute as authorizing substantive regulations imposing nondiscrimination requirements on the conduct of federal grant recipients, except as necessary or appropriate to implement an underlying substantive statutory requirement.[17] Similarly, the Department is not convinced that the authority conferred in the financial management statutes cited in 45 CFR 75.103 is appropriately exercised to impose nondiscrimination requirements of this sort. The Single Audit Act Amendments, for example, authorize the Department to promulgate rules to ''(1) monitor non-Federal entity use of Federal awards, and (2) assess the quality of audits conducted under this chapter,'' 31 U.S.C. 7504, 7505. That grant of authority does not appear to contemplate imposition of substantive nondiscrimination provisions onto all Departmental grant programs through regulation, especially where the substantive requirements were not embodied in statute(s) applying the requirement to all such grant programs.

Application of the requirements in § 75.300(c) and (d) is also contrary to RFRA in at least some circumstances. As explained at length later in this preamble, RFRA provides that the ''Government shall not substantially burden a person's exercise of religion even if the burden results from a rule of general applicability, except'' where application of such substantial burden to a person ''(1) is in furtherance of a compelling governmental interest; and (2) is the least restrictive means of furthering that compelling governmental interest.'' 42 U.S.C. 2000bb–1. The Department has already concluded that imposition of some of the nondiscrimination requirements in § 75.300(c) and (d) would violate the rights of certain religious organizations interested in providing foster-care services as part of Department-funded programs. There may be other circumstances where these requirements create similar problems under RFRA.

Even assuming that the Department had legal authority to impose the nondiscrimination requirements in circumstances that do not present a RFRA problem, however, the Department no longer believes it appropriate to do so. As explained throughout this preamble, those nondiscrimination requirements raised questions about whether the Department was exceeding its authority, disrupted the balance of nondiscrimination requirements adopted by Congress, and sowed uncertainty for grant applicants, recipients, and subrecipients that could deter participation in Department-funded programs and, over time, undermine the effectiveness of those programs. The Department is under no legal obligation to impose such requirements and has accordingly decided to remove them. In their place, the Department adopts a new § 75.300(c) to state clearly that all grant recipients and subrecipients must comply with the nondiscrimination requirements made applicable to them by Congress and a new § 75.300(d) to state that the Department will comply with all applicable Supreme Court precedents in its administration of grants. These provisions fall squarely within the Department's statutory authorities, respect the balance struck by Congress with respect to nondiscrimination requirements applicable to grant recipients, and will promote certainty for grant applicants and recipients by returning to the longstanding requirements with which they are familiar.

Comment: A number of commenters, both those that supported the proposed rule generally and those that opposed the proposed rule, suggested that proposed § 75.300(d) was unnecessary, as a truism or otherwise.

Response: The Department recognizes that proposed § 75.300(d) may seem a truism. But it states an important principle: The Department will follow all applicable Supreme Court decisions in administering its award programs. And it is not unknown for federal

[17] The Department recognizes that there are current legal challenges as to the use of the Housekeeping Statute to issue regulations to implement substantive statutory requirements.

regulations to enunciate such principles that may seem unnecessary to be set forth in regulatory text. The Department, accordingly, finalizes § 75.300(d) as proposed.

Comment: Several commenters opposed the proposed rule, arguing that proposed § 75.300(c) creates an inconsistency among the Department's regulations and policies prohibiting discrimination. Specifically, commenters referred to HHSAR 352.237–74, which includes a ''Non-Discrimination in Service Delivery'' clause that prohibits discrimination based on non-merit factors such as ''race, color, national origin, religion, sex, gender identity, sexual orientation, [and] disability (physical or mental).'' Commenters noted that the Department cited this provision in promulgating current § 75.300(c); one commenter noted that the alignment of grant programs with contractual requirements helped guarantee uniformity in service delivery and ensured that discrimination had no place in any Department-funded program. Another commenter said that this codification was, according to the Department, ''based on existing law or HHS policy.'' Commenters asserted that removing this consistency goes against the Department's assertion, in its proposed rulemaking, that the amendment will increase predictability and stability, and would subject grants and service contracts to different nondiscrimination requirements. Furthermore, commenters have said that the proposed rule amending § 75.300(c) would remove explicit protections from certain communities, leaving grantees with little clarity or guidance.

Response: The Department respectfully disagrees. This final rule amending § 75.300(c) expressly prohibits discrimination where prohibited by federal statute. While the Department's regulations and policies applicable to federal contracts can serve as persuasive authority for its regulations and policies applicable to grants and cooperative agreements, they do not bind the Department in adopting policies that govern its grant programs.

Furthermore, in basing its decision to adopt current § 75.300(c) on the fact that the HHSAR contains such a provision with respect to service contracts, the Department may have failed to give sufficient consideration to the difference between grants and procurement contracts (including service contracts) under federal law. Under the Federal Grant and Cooperative Agreement Act, a grant (or cooperative agreement) is an assistance arrangement, where the purpose is to encourage the recipient of funding to carry out activities in furtherance of a public goal: A grant agreement is used when the principal purpose of the relationship is to transfer something of value to the recipient ''to carry out a public purpose of support or stimulation authorized by a law of the United States'' and ''substantial involvement is not expected'' between the agency and the recipient when carrying out the contemplated activity. 31 U.S.C. 6304.[18] In contrast, the primary purpose of a procurement contract is to acquire goods or services for the direct benefit or use of the government: A procurement contract (including for service delivery) is used when ''the principal purpose of the instrument is to acquire (by purchase, lease, or barter) property or services for the direct benefit or use of the United States government.'' 31 U.S.C. 6303.[19] Procurement contracts ''are subject to a variety of statutory and regulatory requirements that generally do not apply to assistance transactions.'' GAO–06–382SP, Appropriations Law (2006), Vol. II, 10–18. And, arguably, because the purpose is to acquire goods or services for the direct benefit or use of the government, the Department may have greater latitude to impose nondiscrimination and other requirements on a contractor than on a grantee, when the Department's purpose is to provide assistance through a grant.[20]

Comments: With respect to religious liberty issues and RFRA, some commenters opposed the proposed rule based on their view that religious freedom exemptions do not belong in healthcare where lives may be at stake, or in science and medical procedures. Another commenter contended that the proposed rule would allow religious groups to discriminate, to the detriment of children needing foster care services. Another disagreed that the 2016 Rule violated religious freedom or RFRA, or required remediation for that reason. Other commenters contended the proposed rule would permit religious discrimination, including against beneficiaries and participants in direct federally funded programs, or opposed the proposed rule because religious freedom should not be pursued with discriminatory regulations or policies. Another claimed that the proposed rule is based on a false premise that protecting minorities is inconsistent with RFRA. Some commenters opposed the proposed rule, asserting that it is unconstitutional and violates the Establishment Clause (or the separation of church and state); another commenter contended that it would also violate the Equal Protection and Due Process components of the Fifth Amendment.

Conversely, many commenters supported the proposed rule because it protects the religious freedom of faith-based organizations that provide services in federal programs. They stated that the proposed rule corrected the RFRA violations in the 2016 rule, alleviated discrimination against faith-based organizations, and would protect against religious discrimination. Another commenter supported the proposed rule because the current rule may violate the Free Speech and Free Exercise Clauses of the U.S. Constitution. Some commenters supported the proposed rule because it is a regulation that frees up long-standing faith-based organizations to help the public good. A number of commenters, specifically addressing foster care and adoption or other child welfare programs, supported the proposed rule to prevent government discrimination against religious

[18] A cooperative agreement is used when the principal purpose of the relationship is to transfer something of value to the recipient ''to carry out a public purpose of support or stimulation authorized by law of the United States'' and ''substantial involve is expected'' between the agency and the recipient when carrying out the contemplated activity. 31 U.S.C. 6305.

[19] The ''Non-Discrimination in Service Delivery'' clause is applied to ''solicitations, contracts, and orders to deliver services under HHS' programs directly to the public.'' See HHSAR 337.103(e). These service contracts are procurement contracts where the federal agency provides assistance to specified recipients by using an intermediary. They are procurement contracts: The agency is acquiring the services for the direct benefit or use of the United States government because it is buying the intermediary's services for its own purposes, to relieve the agency of the need to provide the advice or services with its own staff. See S. Rep. No. 97–180, 3 (1981) (''What is important is whether the federal government's principal purpose is to acquire the intermediary's services, which may happen to take the form of producing a product or carrying out a services that is then delivered to an assistance recipient, or if the government's principal purpose is to assist the intermediary to do the same thing. Where the recipient of the award is not receiving assistance from the federal agency but is merely used to provide a service to another entity which is eligible for assistance, the proper instrument is a procurement contract.'').

[20] In the proposed rule, the Department expressed concern that the existence of the referenced complaints and legal actions created a lack of predictability and stability for the Department and stakeholders with respect to the viability and enforcement of the current § 75.300(c) and (d). 84 FR at 638132. The Department recognizes that, because Congress has been selective in imposing specific nondiscrimination requirements with respect to certain grant programs, grantees may see even the application of statutory nondiscrimination requirements as unpredictable. However, under § 75.300(a), the Department's awarding agency is required to communicate to the non-Federal entity all relevant public policy nondiscrimination requirements and to incorporate them either directly or by reference in the terms and conditions of the Federal award.

adoption and foster care providers or faith-based agencies, which should not need to choose between helping children and their deeply held beliefs and should be free to serve children and families according to their beliefs. Several noted that prohibiting religious groups from providing critical services to underserved and at-risk children violates the principles of religious freedom; others noted that Christian-based foster agencies should not be discriminated against because of their religious beliefs regarding marriage. Some commenters also supported the proposed rule because they support the inclusion of faith-based organizations for consideration in the awarding of grants.

Response: RFRA provides broad protection for religious liberty against infringement by the federal government. *Burwell* v. *Hobby* Lobby, 573 U.S. 682 (2014). RFRA provides that the federal government ''shall not substantially burden a person's exercise of religion even if the burden results from a rule of general applicability,'' unless ''it demonstrates that the application of the burden to the person (1) is in furtherance of a compelling governmental interest; and (2) is the least restrictive means of furthering that compelling governmental interest.'' 42 U.S.C. 2000bb–1. RFRA's test is the ''most rigorous'' form of scrutiny identified by the Supreme Court. *Church of the Lukumi Babalu Aye* v. *City of Hialeah,* 508 U.S. 520, 546 (1993); see also *City of Boerne* v. *Flores,* 521 U.S. 507, 534 (1997) (''Requiring a State to demonstrate a compelling interest and show that it has adopted the least restrictive means of achieving that interest is the most demanding test known to constitutional law.''). It governs ''all Federal law, and the implementation of that law, whether statutory or otherwise, and whether adopted before or after November 16, 1993'': It is applicable to federal statutory law adopted after such date ''unless such law explicitly excludes such application by reference to this chapter.'' [21]

For purposes of RFRA, ''exercise of religion'' includes ''any exercise of religion, whether or not compelled by, or central to, a system of religious belief.'' 42 U.S.C. 2000bb–2(2), 2000cc–5(7)(A). The term ''substantially burden'' means to ban an aspect of a person's religious observance or practice, compel an act inconsistent with that observance or practice, or substantially pressure the person to modify such observance or practice.'' Department of Justice, ''Federal Law Protections for Religious Liberty,'' 82 FR 49668, 49669–70 (Oct. 26, 2017). Whether the financial consequences are a fine or the withholding of a benefit, such as a grant or license, is irrelevant. *See Sherbert* v. *Verner,* 374 U.S. 398, 404 (1963) (''It is too late in the day to doubt that the liberties of religion and expression may be infringed by the denial of or placing of conditions upon a benefit or privilege.''); *see also Hobbie* v. *Unemployment Appeals Comm'n of Fla.,* 480 U.S. 136, 141 (1987); *Thomas* v. *Review Bd. of Ind.,* 450 U.S. 708, 717–18 (1981).[22] In 2017, the Supreme Court recognized that, under the First Amendment, religious institutions applying for government grants have ''a right to participate in a government benefit program without having to disavow [their] religious character.'' *Trinity Lutheran Church of Columbia, Inc.* v. *Comer,* 137 S. Ct. 2012, 2022 (2017). And RFRA likewise applies to government actions in administering grant programs. *See* 82 FR at 49669 (''RFRA applies to all actions by federal administrative agencies, including . . . grant or contract distribution and administration.''); *see also* OLC Opinion, ''Application of the Religious Freedom Restoration Act to the Award of a Grant Pursuant to the Juvenile Justice and Delinquency Prevention Act,'' 31 Op. O.L.C. 1, 62 (2007) (RFRA requires Office of Justice Programs to exempt a religious organization that is a grantee from a religious nondiscrimination requirement in the grant).

Government bears a heavy burden to justify a substantial burden on the exercise of religion. ''[O]nly those interests of the highest order . . . can overbalance legitimate claims to the free exercise of religion.'' *Thomas,* 450 U.S. at 718 (quoting *Wisconsin* v. *Yoder,* 406 U.S. 206, 215 (1972)). ''[B]roadly formulated interests justifying the general applicability of government mandates'' are insufficient. *Gonzales* v. *O Centro Espirita Beneficente Uniao do Vegetal,* 546 U.S. 418, 431 (2006). The government must establish a compelling interest to deny an accommodation to the particular claimant. *Id.* at 430, 435–38. An asserted compelling interest in denying an accommodation to a particular claimant is undermined by evidence that exemptions or accommodations have been granted for other interests, *id.* at 433, 436–37; *Hobby Lobby,* 134 S. Ct. at 2780, that the government has in place a system of individual exemptions from the requirement, *Employment Division, Department of Human Resources of Oregon* v. *Smith,* 494 U.S. 872, 884 (1994); *Fraternal Order of Police* v. *City of Newark,* 170 F.3d 359, 366 (3d Cir. 1999) (Alito, J.), or that similar agencies or programs do not impose the requirement, *Holt* v. *Hobbs,* 135 S. Ct. 853, 866 (2015). The compelling-interest requirement applies even where the accommodation sought is ''an exemption from a legal obligation requiring [the claimant] to confer benefits on third parties.'' *Hobby Lobby,* 134 S. Ct. at 2781 n.37. Although ''in applying RFRA 'courts must take adequate account of the burdens a requested accommodation may impose on nonbeneficiaries,' '' the Supreme Court has explained that almost any governmental regulation could be reframed as a legal obligation requiring a claimant to confer benefits on third parties. *Id.* (quoting *Cutter* v. *Wilkinson,* 544 U.S. 709, 720 (2005)). As nothing in the text of RFRA admits of an exception for laws requiring a claimant to confer benefits on third parties, 42 U.S.C. 2000bb–1, and such an exception would have the potential to swallow the rule, the Supreme Court has rejected the proposition that RFRA accommodations are categorically unavailable for laws requiring claimants to confer benefits on third parties. *Hobby Lobby,* 134 S. Ct. at 2781 n.37.

Even if the government can identify a compelling interest, the government must also show that denial of an accommodation is the least restrictive means of serving that compelling governmental interest. This standard is ''exceptionally demanding.'' *Id.* at 2780. It requires the government to show that it cannot accommodate the religious adherent while achieving its interest through a viable alternative, which may include, in certain circumstances, expenditure of additional funds, modification of existing exemptions, or creation of a new program. *Id.* at 2781. Indeed, the existence of exemptions for other individuals or entities that could be expanded to accommodate the claimant, while still serving the government's stated interests, will generally defeat a RFRA defense, as the government bears the burden to establish that no accommodation is viable. *See id.* at 2781–82.

Applying these principles, as noted in the proposed rule, and above, the Department determined that RFRA's application to § 75.300(c) in the context of the South Carolina Title IV–E foster care program, and the participation of a faith-based provider whose religious

[21] 42 U.S.C. 2000bb–3.

[22] RFRA expressly incorporates the compelling interest tests of *Wisconsin* v. *Yoder,* 406 U.S. 205 (1972) and *Sherbert* v. *Verner,* 374 U.S. 398 (1963). *See* 42 U.S.C. 2000bb(b)(1).

beliefs precluded it from complying with the religious nondiscrimination provision, required the Department to issue an exception to South Carolina for that faith-based organization and other similarly situated faith-based participants in South Carolina's foster care program who were willing to refer would-be foster parents to other providers. A federal district court in Michigan likewise concluded that RFRA required an exception from § 75.300(c) for a Catholic organization that participated in Michigan's foster care and adoption program, but could not—consistent with its Catholic beliefs—review and recommend to the State same-sex or unmarried couples (although it referred such cases to other child placing agencies for review and recommendation). The court issued a preliminary injunction precluding the Secretary from taking ''any enforcement action against the State under 45 CFR 75.300(c) based upon [plaintiff's] protected religious exercise . . . or upon the State of Michigan's obligation under this preliminary injunction to accommodate such protected religious exercise.'' *Buck,* 429 F.Supp.3d at 461. Finally, as noted above, the Department's OCR notified the Texas Attorney General that it had concluded that application of § 75.300(d) and certain provisions in § 75.300(c) to require Texas to exclude the Archdiocese of Galveston (or similarly situated entities) from its foster care and adoption programs would violate RFRA.

The Department recognized that it had a number of options to address the burdens imposed on religious exercise by § 75.300(c) and (d). As noted above, the Department proposed to amend the provisions to mirror the balance struck by Congress with respect to nondiscrimination requirements and to reduce confusion for grant applicants and recipients. This exercise of the Department's discretion also alleviates the substantial burdens on religious exercise that the Department had identified and others of which it is not yet aware. Especially in the absence of any statutory requirement to impose § 75.300(c) and (d), the Department believes that the best way to avoid such burdens on religious exercise is, instead of requiring individual objectors to assert claims under RFRA or other applicable laws, to avoid such regulatory requirements.[23]

Comments: A number of commenters opposed the proposed revisions to § 75.300 because they asserted that the revisions would lead to spending of taxpayer dollars to support organizations that discriminate in violation of equal rights. Similarly, some commenters asserted that the proposed revisions to § 75.300 would violate the separation of church and state.

Response: The Department respectfully disagrees. Under the state action doctrine, the First, Fifth, and Fourteenth Amendment of the Constitution among others, apply only to state action, *i.e.,* the action of the federal government and, as applicable, the state governments. It does not apply to private conduct. *See United States* v. *Morrison,* 529 U.S. 598 (2000); *Civil Rights Cases,* 109 U.S. 3 (1883). Thus, only the action of the federal government (or state governments) could violate the Establishment Clause or the Due Process or Equal Protection Clauses. The private conduct of Federal recipients and subrecipients is not considered state action merely by receipt of partial funding from the government. *See Rendell-Baker* v. *Kohn,* 457 U.S. 830 (1982). And the Department's funding of faith-based and other organizations for a wide variety of purposes does not constitute sufficient involvement or entwinement with the government for private recipients to be considered state actors. *See Shelley* v. *Kraemer,* 334 U.S. 1 (1948).

The government does not violate the Establishment Clause where grants are awarded to a wide variety of entities, including faith-based organizations, and for a wide variety of purposes, none of which are the promotion of religion. Indeed, ''a significant factor in upholding governmental programs in the face of Establishment Clause attack is their neutrality towards religion.'' *Rosenberger* v. *Rector & Visitors of Univ. of Va.,* 515 U.S. 819, 839 (1995). That ''guarantee of neutrality is respected, not offended, when the government, following neutral criteria and evenhanded policies, extends benefits to recipients whose ideologies and viewpoints, including religious ones, are broad and diverse.'' *Id.* Thus, religious adherents and organizations may, like nonreligious adherents and organizations, receive direct financial aid through a secular-aid program. Indeed, excluding religious adherents and organizations from secular-aid programs may violate the Free Exercise Clause. *See, e.g., Trinity Lutheran,* 137 S. Ct. 2012 (scrap tire program). And the Department is under an affirmative duty to allow faith-based organizations to participate equally in federal grant programs while maintaining their independence, including their expression of their religious beliefs. *See, e.g.,* 42 U.S.C. 290kk–1 (SAMHSA discretionary funds), 300x–65 (SAMHSA block grants), 604a (Temporary Assistance for Needy Families); *see also* 45 CFR 87.3.[24]

Comment: The Department received numerous comments on a variety of other laws as well. These included Title VII, the Affordable Care Act, the Family First Prevention Services Act, and state and local laws dealing with discrimination and child welfare. Some commenters believed these laws required keeping the current language of § 75.300(c) and (d), while other commenters believed these laws required the Department to repeal or amend paragraphs (c) and (d). Some also thought agency action to be premature given the pendency of several cases surrounding these laws at the Supreme Court.

Response: This rulemaking does not alter a grant applicant or recipient's obligations under the referenced laws or any regulations promulgated to implement such laws. Thus, grant applicants and recipients that are subject to nondiscrimination requirements in Title VII, the Affordable Care Act, and/or state or local laws dealing with discrimination, will remain subject to those laws to the same extent that they were before this rulemaking. Conversely, grant applicants and recipients who are not subject to those requirements will continue not to be subject to them. The Department will also continue to enforce any nondiscrimination provisions for which it has enforcement authority relating to grant applicants and recipients, and it will do so in accordance with the terms of the statutes. For example, the Department will continue to require State foster care plans under the Family First Prevention Services Act to include the prohibition on ''delay[ing] or deny[ing] the placement of a child for adoption or into foster care, on the basis of the race, color, or national origin of the adoptive or foster parent, or of the child,

[23] *See California* v. *Azar,* No. 19–15974, 2020 WL 878528, at *24 (9th Cir. Feb. 24, 2020) (en banc) (''HHS acted well within its authority in deciding how best to avoid conflict with the Federal conscience laws'').

[24] The Department is aware that a federal district court has recently declined to dismiss a challenge, brought by a same-sex couple against South Carolina and the Department, challenging the exception granted to the State of South Carolina with respect to the religious nondiscrimination provision in the current § 75.300(c) for Miracle Hill and similarly situated entities in South Carolina. The court dismissed the plaintiff's equal protection claim for religious discrimination and denied the motion to dismiss the plaintiff's claims for violation of the Establishment Clause and equal protection based on sexual orientation discrimination. Nothing in that decision would preclude the Department from finalizing this rule. *Rogers* v. *HHS,* 19–cv–01567–TMC (D.S.C. 2019).

involved,'' 42 U.S.C. 671(a)(18)(b), while also ensuring that federal payments for foster care are only expended for child placements made pursuant to the ''best interest of the child'' standard. 42 U.S.C. 672(e).

Commenters noted the pendency before the Supreme Court of several cases raising the question whether Title VII prohibits an employer from firing employees because of their sexual orientation or gender identity, contending that any action by the Department would be premature. As a general matter, although the Supreme Court's interpretation of the language of Title VII may inform the interpretation of similar language in other statutes and regulations, like Title IX, the statutes differ in certain respects. *See, e.g., Gebser* v. *Lago Vista Indep. Sch. Dist.,* 524 U.S. 274, 283–90 (1998) (comparing the text, context, and structure of Title VII and Title IX); *Jackson* v. *Birmingham Bd. of Educ.,* 544 U.S. 167, 175 (2005) (same).

The Supreme Court has now decided those Title VII cases and nothing in its decision in *Bostock* v. *Clayton County,* 590 U.S. ____, 140 S. Ct. 1731 (2020), on those consolidated cases precludes the Department from issuing this final rule. In *Bostock* v. *Clayton County,* the Supreme Court held that Title VII's prohibition of employment discrimination because of sex encompasses discrimination because of sexual orientation and gender identity. The provision at issue in *Bostock* stated that it is ''unlawful . . . for an employer to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual . . . because of such individual's . . . sex.'' 42 U.S.C. 2000e–2(a)(1). The Court stated that it ''proceed[ed] on the assumption that 'sex' signified what the employers suggest, referring only to biological distinctions between male and female'' when Title VII was enacted.in 1964 140 S. Ct. at 1739. The Court then discussed the statute's use of the words ''because of'' (''by reason of'' or ''on account of''), ''discriminate against'' (treating [an] individual worse than others who are similarly situated), and ''individual,'' before concluding that the statute covered the challenged conduct, *see* 140 S. Ct. at 1739–40, 1753. The Court reasoned, ''[f]or an employer to discriminate against employees for being homosexual or transgender, the employer must intentionally discriminate against individual men and women in part because of sex.'' 140 S. Ct. at 1743. The Court noted that ''[t]he only question before us is whether an employer who fires someone simply for being homosexual or transgender has discharged or otherwise discriminated against that individual 'because of such individual's sex.' '' 140 S. Ct. at 1753 (''Under Title VII . . . we do not purport to address bathrooms, locker rooms, or anything else of the kind.''). It noted that ''the employers worry that our decision will sweep beyond Title VII to other federal or state laws that prohibit sex discrimination,'' but stated that ''none of these other laws are before us; we have not had the benefit of adversarial testing about the meaning of their terms, and we do not prejudge any such question today.''). *Id.* Finally, the Court acknowledged the potential application of the ''express statutory exception for religious organizations''; of the First Amendment, which ''can bar the application of employment discrimination laws'' in certain cases; and of RFRA, ''a kind of super statute'' which ''might supersede Title VII's commands in appropriate cases.'' 140 S. Ct. at 1754 (noting that ''how these doctrines protecting religious liberty interact with Title VII are questions for future cases too'').

The final rule is consistent with *Bostock.* First, whether a grant recipient or applicant is subject to Title VII is determined by facts independent of its relationship to the Department. Receiving a grant from the Department does not change a grantee's obligations under that statute. Second, if the Court's reasoning in *Bostock* is extended to other statutory protections prohibiting discrimination on the basis of sex—statutory provisions that are applicable to grants, such as Title IX, section 1557 of the Affordable Care Act or other statutory provisions that incorporate Title IX's prohibition on discrimination on the basis of sex into Departmental grant programs, or other statutes that prohibit sex discrimination in Departmental grant programs—§ 75.300(c) and (d) would incorporate such protections. Third, because the final rule applies only applicable statutory nondiscrimination requirements to its grant programs, the Department necessarily acknowledges the potential exceptions to such requirements under the Constitution and federal statute, including in nondiscrimination statutes, RFRA, and the First Amendment. Accordingly, nothing about the *Bostock* decision undermines the Department's choice in this final rule to refer to statutory nondiscrimination requirements and state that the Department will follow applicable Supreme Court decisions in administering its award programs, rather than delineating the specific protected categories from discrimination in the rule or applying two specific Supreme Court decisions. If anything, *Bostock* shows the utility of the Department's approach in this final rule.

Comments: Some commenters opposed the proposed rule, contending that it is an arbitrary and capricious exercise of the Department's rulemaking authority and violates the APA; another added that it is an abuse of discretion and otherwise not in accordance with law. Several commenters asserted that the Department did not provide adequate evidence to support its assertions about complaints or the proposed revisions, or failed to provide a reasoned analysis for the proposed changes.

Response: The Department respectfully disagrees. Under the APA, agency action may be arbitrary and capricious if the agency (1) ''relied on factors which Congress has not intended it to consider''; (2) ''entirely failed to consider an important aspect of the problem''; (3) ''offered an explanation for its decision that runs counter to the evidence before the agency''; or (4) offered an explanation ''so implausible that it could not be ascribed to a difference in view or the product of agency expertise.'' *Motor Vehicle Mfrs. Ass'n of U.S., Inc.* v. *State Farm Mut. Auto. Ins. Co.,* 463 U.S. 29, 43 (1983). Having identified legal, policy, and programmatic issues presented by current § 75.300(c) and (d), the Department proposed, and now finalizes, revisions to the provisions to address the issues. As finalized here, the amended § 75.300(c) and (d) better align with the governing statutes. It is never arbitrary and capricious for an agency to ''justify its policy choice by explaining why that policy 'is more consistent with statutory language,' '' so long as the agency ''analyze[s] or explain[s] why the statute should be interpreted'' as the agency proposes. *Encino Motorcars, LLC* v. *Navarro,* 136 S. Ct. 2117, 2127 (2016) (quoting *Long Island Care at Home, Ltd.* v. *Coke,* 551 U.S. 158, 175 (2007)).

The Department respectfully disagrees with commenters that contended that the Department has not met the threshold standard for revising its regulations. Agency action that ''changes prior policy'' is not subject to a heightened justification or standard of review: An Agency ''need not demonstrate to a court's satisfaction that the reasons for the new policy are better than the reasons for the old one; it suffices that the new policy is permissible under the statute, that there are good reasons for it, and that the agency believes it to be better, which the conscious change of course adequately

indicates. This means that the agency need not always provide a more detailed justification than what would suffice for a new policy created on a blank slate.'' *FCC* v. *Fox Television Stations, Inc.,* 556 U.S. 502, 515 (2009). Given the limited justification for the adoption of § 75.300(c) and (d), and the fact that the Department was not statutorily obligated to add those provisions in the first place, the explanations provided in the proposed rule—and in this final rule—meet the applicable standards.

Comments: Many commenters opposed the proposed rule, contending that it would permit organizations to discriminate against members of the LGBTQ community, women, and religious minorities. One commenter claimed that the proposed rule eliminates protections for traditionally marginalized populations, including LGBTQ people, and permits discrimination in the administration of HHS programs and services based on gender identity or sexual orientation. Many suggested that LGBTQ individuals and other marginalized communities could lose access to healthcare through discrimination under the proposed rule. One commenter claimed that the proposed rule lays the foundation for possible discrimination against certain groups of people; other commenters expressed concern that it will set a precedent for discrimination in other health and human services programs. One commenter suggested that the proposed changes would increase the burdens on the LGBTQ community, women, and people of minority faiths, violating their civil rights and imposing damage far greater than the monetary effects on the regulated community. A number of State Attorneys General opposed the proposed rule, contending that it would eliminate explicit protections for age, disability, sex, race, color, natural origin, religion, gender identity, or sexual orientation, and replace them with a generic prohibition of discrimination to the extent prohibited by federal statutes, making grantees free to discriminate if they so choose. One commenter stated that the proposed rule would allow HHS award recipients, whether religious or non-religious, to discriminate based on non-merit factors unless some other prohibition applies explicitly to the program or activity. A number of commenters argued that discrimination has no place in HHS programs and that HHS has no authority to hold money or discriminate against anyone with their tax dollars. Other commenters claimed that the proposed rule would permit taxpayer dollars to support organizations that may discriminate against, or violate the rights of, vulnerable people who need services, or in violation of equal rights. Some commenters argued that discrimination is against American beliefs and that law and government policy should not allow it. Another commenter noted that all of humankind is created in the image of God, and that no form of discrimination is defensible.

In addition to the potential impact on foster care and adoption (discussed below), commenters asserted that the proposed rule would have an adverse impact on children and adults served in multiple systems of care. Other commenters claimed a negative impact on various health and human services programs supported by HHS funding, including housing, homeless shelters, child care, education, food assistance, health care, cancer screenings, immunization programs, reproductive care, and STD/STI and HIV/AIDS programs, Head Start and other pre-kindergarten programs, domestic violence hotlines, substance abuse programs, resettlement efforts for refugees and asylees, and community support services for seniors and people with disabilities. Several commenters claimed that the proposed rule could restrict access to HIV prevention and treatment and would be a setback to the administration's Ending HIV as an epidemic initiative.

Response: The Department believes that all people should be treated with dignity and respect, especially in the Department's programs, and that they should be given every protection afforded by the Constitution and the laws passed by Congress. The Department does not condone the unjustified denial of needed medical care or social services to anyone. And it is committed to fully and vigorously enforcing all of the nondiscrimination statutes entrusted to it by Congress. In this final rule, the Department reemphasizes this commitment to apply and enforce those nondiscrimination laws.

The Department does not agree with commenters' assertion that, should the Department limit its nondiscrimination regulatory and enforcement activities to the nondiscrimination laws passed by Congress, grantees will discriminate against vulnerable populations or deny services to the intended beneficiaries of departmental programs, or that individuals who are otherwise eligible to receive services from programs funded by the Department will not receive them. Commenters offered little evidence that this was the case before the current § 75.300(c) and (d) became effective in January 2017, and there is no reason to believe that this will occur as a result of the fact that the regulation will only require compliance with statutory nondiscrimination requirements. This final rule merely removes the regulatory requirement to comply with nonstatutory nondiscrimination requirements; grant recipients are still required to comply with the statutory nondiscrimination requirements that are applicable to the programs for which they receive Department funding—and they remain free, consistent with their other legal and regulatory obligations, to observe nonstatutory nondiscrimination practices.[25] To the extent that commenters view statutory nondiscrimination provisions as insufficient, they can address that issue with Congress.

The Department is committed to improving the health and wellbeing of all Americans.[26] Consistent with its statutory authority, the Department seeks, wherever possible, to remove barriers to healthcare. As a matter of policy, the Department recognizes and works to address barriers to treatment caused by stigma about depression, anxiety, substance use disorder, and other comorbid mental and behavioral health conditions.[27] For example, this final rule does not alter or affect the longstanding Federal protections against discrimination for individuals with HIV: Section 504, and hence also this final rule, prohibits discrimination on the basis that an individual has HIV.[28] OCR continues to pursue major enforcement

[25] A few commenters complained about the proposed removal of the express enumeration of the required nondiscrimination in § 75.300(c). However, § 75.300(a) requires the Department's grantmaking agencies to communicate all of the relevant public policy requirements—which includes the applicable nondiscrimination requirements—to grantees and to incorporate them either directly or by reference in the terms and conditions of the Federal award.

[26] When there are a sufficient number of eligible organizations and the issue is which ones should be funded, an increase in the number of such organizations makes it more likely that the funding component (or recipient) would be able to select more effective or higher quality recipients/subrecipients.

[27] *See, e.g.,* Pain Management Task Force, ''Pain Management Best Practices, Fact Sheet on Stigma'' (Aug. 13, 2019), *https://www.hhs.gov/sites/default/files/pmtf-fact-sheet-stigma_508-2019-08-13.pdf* (''Compassionate, empathetic care centered on a patient-clinician relationship is necessary to counter the suffering of patients. . . . Patients with painful conditions and comorbidities, such as anxiety, depression or substance use disorder (SUD) face additional barriers to treatment because of stigma.'').

[28] *See* 29 U.S.C. 705(20) (incorporating ADA definition of disability into Section 504); 42 U.S.C. 12102(1)–(3); 28 CFR 35.108(d)(2)(iii)(J).

actions under its authorities [29] and to provide the public guidance [30] to protect the rights of persons with HIV or AIDS. HHS remains committed to ensuring that those living with HIV or AIDS receive full protection under the law, in accordance with full implementation of the President's National HIV/AIDS Strategy.[31]

Comments: Some commenters opposed the proposed rule, contending that it would license discrimination by allowing child welfare agencies to reject prospective foster and adoptive families on the basis of sexual orientation, gender identity or expression, religion, and other factors; several suggested that such interests would be prioritized above the best interests of the child. Others were concerned that it would permit discrimination against children in foster care who are LGBTQ and are entitled to loving support and the chance of a family. One state noted that its experience was that placement rates and time in care do not change significantly when discriminatory providers leave the field. A number of commenters thought that the proposed rule would have a negative impact on the availability of foster care/adoption placements; a few claimed that it would limit the number of loving parents that children can be placed with based on sexual preference, which does not serve anyone, with one commenter asserting that it will increase the number of children in foster care permanently. One commenter suggested that the substantive due process rights of children in state-regulated foster care will be impaired by the proposed rule and that placing the providers of foster care and adoption services in a position to serve their religious objectives over the best interest of the children in their care violates federal statute which gives the children and youth higher priority. Several commenters disagreed that the current rule reduces the effectiveness of HHS-funded programs, contending that there is no evidence validating the statement. One commenter faulted HHS for not providing empirical data to support the contention that the nondiscrimination rule is materially affecting efforts to find qualified providers; another complained that HHS did not present evidence that a significant number of grantees have been unduly burdened under the current rule.

On the other hand, some commenters believed that, with the proposed changes, more children in the foster care system will be able to receive help as there will be more organizations available to provide services. Other commenters supported the proposed rule, believing that it keeps faith-based adoption agencies viable. Several Senators who submitted comments argued that the proposed rule would encourage a wider array of foster service providers. Other commenters noted that faith-based organizations have a good track record of helping vulnerable children through foster care and adoption, and providing material support and services, and believe the proposed rule will have a positive impact on the availability of foster care and adoption services. Some noted that the proposed rule protects the beneficiaries of HHS programs by ensuring that faith-based organizations do not cease to provide services, including foster care; several commenters noted that the current rule jeopardized foster care for thousands of children nationwide.

Response: The Department and its Administration for Children and Families (ACF) supports the prompt placement of children in loving homes according to the best interest of the children involved. The Department recognizes that many states may need more foster and adoptive families and greater foster care capacity. The Department values the work of faith-based organizations in service to persons in need and in the protection of children. It believes that when both faith-based and secular entities participate in the foster care and adoption placement processes, children, families, and providers benefit from more, not fewer, placement options.[32]

All children and youth should be treated fairly and with compassion and respect for their human dignity. Those in foster care need the support of a loving family to help them negotiate adolescence and grow into healthy adults, including those that face special or unique challenges. Faith-based child placement agencies are critical providers and partners in caring for vulnerable children and youth. These agencies have a long and successful history of placing foster children with loving families, either in temporary foster care or in forever homes through adoption. Their participation in these programs does not prevent qualified individuals, with whom some faith-based agencies cannot work, from becoming foster or adoptive parents because there are other agencies that would welcome their participation.

Failure to address the objections to the nonstatutory nondiscrimination requirements could destabilize this diverse system of foster care providers. Some faith-based subrecipients, including some that provide critically important child welfare services to states and local jurisdictions across the child welfare continuum, may not be able to provide needed services—and indeed, might be compelled to withdraw from the provision of child welfare services—if they are forced to comply with the current nonstatutory nondiscrimination requirements. Foster care service providers in Michigan, South Carolina, and Texas have made such claims, supported by the state in the case of the providers in South Carolina and Texas. Such a result would likely reduce the effectiveness of the foster care/adoption programs because, in many states, it would decrease the number of entities available to provide foster care/adoption related services. The Department further notes that a number of states have laws requiring the placement of children, when possible, with families of the same faith tradition as the child, in order to promote and protect the child's free exercise rights. Eliminating the ability of faith-based providers to participate in Department-funded foster care and adoption programs—because of their sincerely held religious beliefs—could thus make it more difficult for children to receive services from child placement agencies that share their faith traditions and are more likely to place such children with foster or adoptive parents and families

[29] *See, e.g.,* ''HHS Office for Civil Rights Secures Corrective Action and Ensures Florida Orthopedic Practice Protects Patients with HIV from Discrimination'' (Oct. 30, 2019), *https://www.hhs.gov/about/news/2019/10/30/hhs-ocr-secures-corrective-action-and-ensures-fl-orthopedic-practice-protects-patients-with-hiv-from-discrimination.html;* ''HHS Office for Civil Rights Enters Into Agreement with Oklahoma Nursing Home to Protect Patients with HIV/AIDS from Discrimination'' (Sept. 8, 2017), *https://www.hhs.gov/about/news/2017/09/08/hhs-office-for-civil-rights-enters-into-agreement-with-oklahoma-nursing-home.html.*

[30] *See* OCR, ''Know the Rights That Protect Individuals with HIV and AIDS,'' *https://www.hhs.gov/sites/default/files/ocr/civilrights/resources/factsheets/hivaids.pdf;* OCR, ''Protecting the Civil Rights and Health Information Privacy Rights of People Living with HIV/AIDS,'' *https://www.hhs.gov/civil-rights/for-individuals/special-topics/hiv/index.html.*

[31] *See* ''Ending the HIV Epidemic: A Plan for America,'' *https://www.hiv.gov/Federal-response/ending-the-hiv-epidemic/overview.*

[32] While one state indicated that its placement rates and time in care did not change significantly when ''discriminatory'' providers leave the field, other states provided the Department with different perspectives on the issue, given the unique dynamics and experiences of their state foster care and adoption systems. As noted above, based on its experience, the Department believes that when faith-based organizations are permitted to participate consistent with their religious beliefs, there is greater availability of foster care and adoption services and placements.

who share their religious beliefs and values and faith traditions.

This final rule removes the federal regulatory barriers that would have precluded such faith-based organization from participating in the federally funded Title IV–E foster care and adoption programs.

Removing regulatory barriers to participation of faith-based child placement agencies thus serves the Department's goals of creating more options for children in need of loving homes. State child welfare agencies are best situated to determine how to serve the diversity of children and families within their states, but the changes in this final rule will ensure that they have the flexibility to work with all available providers. Such providers include not only those child placing agencies that operate within the context of their sincerely held religious beliefs, but also other providers that do not have such beliefs, including State agency placement services. The Department and ACF place the best interests of the child first, as participants in Department-funded Title IV–E programs must; ensuring qualified providers can participate allows ACF to continue to prioritize the child's best interest and to avoid any violation of RFRA.

Comments: Several commenters (including the Chairs of House Committees with jurisdiction) opposed the proposed rule, arguing that it would create a confusing, uneven patchwork of civil rights protections across HHS programs, and undermine a uniform nondiscrimination standard for HHS grant programs. Several commenters contended that the proposed rule would confuse beneficiaries and recipients of HHS services, and inevitably lead to extensive litigation; they also claimed that it would create conflicts between federal, state, and local law and with prior Executive Orders. Several commenters contended that the proposed rule creates greater ambiguity, compliance complexity and uncertainty for both providers and beneficiaries of HHS-funded programs.

Response: As noted above, Congress has been selective in imposing specific nondiscrimination criteria in certain statutes and programs, and not imposing the same criteria in other statutes and programs. The Department has elected to follow those selections, and leaves for Congress the determination whether to create a uniform nondiscrimination standard for all of the Department's grant programs.

The Department doubts that the lack of a uniform standard will cause confusion among grantees, beneficiaries, and recipients of Department-funded services. These organizations and individuals are likely familiar with the varying eligibility requirements imposed by Congress for various grant programs—that there may be varying nondiscrimination requirements among such programs is unlikely to come as a surprise. Moreover, the Department's agencies are required to inform recipients of the relevant public policy requirements—which includes the applicable nondiscrimination requirements—and to incorporate them either directly or by reference in the terms and conditions of the Federal award. *See* 45 CFR 75.300(a). This would minimize any potential for uncertainty or confusion as to what is required.

The Department respectfully disagrees that the proposed rule's provisions that are finalized here will create a conflict with state or local laws. A conflict arises when an entity cannot comply with two different laws. The Department's action here merely removes certain federal regulatory requirements. Regulated entities may follow such nondiscrimination principles (voluntarily or as a result of other law), consistent with their other legal obligations. And consistent with their constitutional and legal obligations, State and local governments remain free to adopt additional nondiscrimination requirements.

The Department also notes that commenters appear to have misunderstood its expressed concern in the proposed rule that the existence of the referenced complaints and legal actions created a lack of predictability and stability for the Department and stakeholders with respect to the viability and enforcement of the current § 75.300(c) and (d) in the proposed rule. 84 FR at 63832. In particular, the Department was focused on the situations that had been brought to its attention where under the current rule, nonstatutory requirements conflict with statutory requirements (*e.g.,* RFRA). It was in this context that the Department determined that the adoption of this regulatory approach would make compliance more predictable and simple for grant recipients, and, thus, control regulatory costs and relieve regulatory burden. The final rule is consistent with that comment.

Section 75.305, Payment

In the proposed rule, the Department proposed to repromulgate § 75.305 without change. As stated in the proposed rule, the 2016 Rule modified the language in § 75.305 to clarify the relation between it, the Treasury-State Cash Management Improvement Act, and other regulatory provisions. The Department is reaffirming this clarification so that all states are aware of the necessity, for example, to expend refunds and rebates prior to drawing down additional grant funds. The Department repromulgates this provision without change.

As with the 2016 rulemaking, the Department received no comments on this proposal.

Section 75.365, Restrictions on Public Access to Records

In the proposed rule, the Department proposed to repromulgate this section without change. Section 75.365 clarifies the limits on the restrictions that can be placed on non-federal entities that limit public access to records pertinent to certain federal awards. As stated in the proposed rule, it also implements Executive Order 13642 (May 9, 2013), and corresponding law. *See, e.g., https://www.federalregister.gov/documents/2013/05/14/2013-11533/making-open-and-machine-readable-the-new-default-for-government-information/,* and Departments of Labor, Health, and Human Services, and Education Appropriations Act of 2014, Public Law 113–76, Div. H, Sec. 527 (requiring ''each Federal agency, or in the case of an agency with multiple bureaus, each bureau (or operating division) funded under this Act that has research and development expenditures in excess of $100,000,000 per year [to] develop a Federal research public access policy''). The language in this final rule codifies permissive authority for the Department's awarding agencies to require public access to manuscripts, publications, and data produced under an award, consistent with applicable law. The Department repromulgates this provision without change.

As with the 2016 rulemaking, the Department received no comments on this proposal.

Section 75.414, Indirect (Facilities and Administration) Costs

This provision, as published in 2016, restricted indirect cost rates for certain grants. The Department is repromulgating this provision without change. As stated in the proposed rule, it is long-standing HHS policy to restrict training grants to a maximum eight percent indirect cost rate. In addition to implementing this limit for training grants, this section imposes the same limitation on foreign organizations and foreign public entities, which typically do not negotiate indirect cost rates, and includes clarifying language to § 75.414(f), which would permit an entity that had never received an

indirect cost rate to charge a de minimis rate of ten percent, in order to ensure that the two provisions do not conflict.[33] Additionally, the American University, Beirut, and the World Health Organization are exempted specifically from the indirect-cost-rate limitation because they are eligible for negotiated facilities and administration (F&A) cost reimbursement. This restriction on indirect costs, as indicated by 45 CFR 75.101, would flow down to subawards and subrecipients.

The Department received no comments on this provision.

In repromulgating the provision, the Department makes several minor technical corrections to the language, replacing ''training grants'' with ''Federal awards for training'' in paragraph (c)(1)(i); replacing ''grants awarded'' with ''Federal awards'' and deleting an ''and'' in subparagraph (c)(1)(ii); and adding ''in this section'' after ''paragraphs (c)(1)(i) and (ii)'' in paragraph (f).

Section 75.477, Allowability of Costs Pursuant to Affordable Care Act Provisions

The Department proposed to repromulgate only part of current § 75.477, providing for the exclusion, from allowable costs, of any payments imposed on employers for failure to offer employees and their dependents the opportunity to enroll in minimum essential coverage. It did not propose to repromulgate the exclusion, from allowable costs, of any penalties imposed on individuals for failure to maintain minimum essential coverage because Congress reduced to zero the penalties imposed on individuals as a result of their failure to maintain such coverage, effective after December 31, 2018. The Department has since learned that payments of the tax penalties assessed for failure to comply with the individual shared responsibility prior to 2019 may continue, whether as the result of later filing, IRS administrative or appeals processes, or litigation in the Tax Court, the Court of Federal Claims, or the District Courts. As a result, the Department repromulgates § 75.477, with changes. As proposed, the Department repromulgates, without change from the proposed rule, the provision addressing tax penalties for failure to comply with the employer shared responsibility provisions. That provision makes clear that employers may not claim as allowable costs any payments imposed under 26 U.S.C. 4980H for failure to offer employees (and their dependents) the opportunity to enroll in minimum essential coverage. However, because of the possibility that individuals may still be responsible for payments of the tax penalties assessed for failure to comply with the individual shared responsibility prior to 2019, the Department repromulgates the provision excluding such payments from allowable costs, but only with respect to payments incurred as a result of the failure to maintain minimum essential coverage prior to January 1, 2019, the date on which the individual tax penalty was reduced to zero.

As with the 2016 promulgation of this provision, the Department received no comments on this section.

[33] OMB has proposed to change this in its current rulemaking on 2 CFR part 200. Should OMB finalize the rule as proposed, the Department would implement as appropriate.

V. Regulatory Impact Analysis

The Department has examined the impacts of this final rule as required by Executive Order 12866 on Regulatory Planning and Review, 58 FR 51735 (Oct. 4, 1993); Executive Order 13563 on Improving Regulation and Regulatory Review, 76 FR 3821 (Jan. 21, 2011); Executive Order 13771 on Reducing Regulation and Controlling Costs, 82 FR 9339 (Jan. 30, 2017); the Regulatory Flexibility Act (Pub. L. 96–354, 94 Stat. 1164 (Sept. 19, 1980) and Executive Order 13272 on Proper Consideration of Small Entities in Agency Rulemaking, 67 FR 53461 (Aug. 16, 2002); section 202 of the Unfunded Mandates Reform Act of 1995, Public Law 104–4, 109 Stat. 48 (Mar. 22, 1995); Executive Order 13132 on Federalism, 64 FR 43255 (Aug. 4, 1999); Executive Order 13175 on Tribal Consultation, 65 FR 67249 (Nov. 6, 2000); the Congressional Review Act (Pub. L. 104–121, sec. 251, 110 Stat. 847 (Mar. 29, 1996)); section 654 of the Treasury and General Government Appropriations Act of 1999; and the Paperwork Reduction Act of 1995, 44 U.S.C. 3501, *et seq.*

Executive Order 12866 and Related Executive Orders on Regulatory Review

Executive Order 12866 directs agencies to assess all costs and benefits of available regulatory alternatives and, if regulation is necessary, to select regulatory approaches that maximize net benefits (including potential economic, environmental, public health and safety effects; distributive impacts; and equity). Executive Order 13563 is supplemental to Executive Order 12866 and reaffirms the principles, structures, and definitions governing regulatory review established there.

As explained in the proposed rule and in this final rule, the Office of Management and Budget (OMB) has determined this rule is not economically significant in that it will not have an annual effect on the economy of greater than $100 million dollars in one year. However, because the Department determined that this rule is a ''significant regulatory action'' under Executive Order 12866, § 3(f)(4), in as much as it raises novel legal or policy issues that arise out of legal mandates, the President's priorities, or the principles set forth in an Executive Order, the Office of Management and Budget has reviewed it. Under Executive Order 13563, this rule harmonizes and streamlines rules, and promotes flexibility by removing unnecessary burdens.

Summary of and Need for Final Rule

As the Department noted in the proposed rule, after promulgation of the 2016 Rule, non-Federal entities, including States and other grant recipients and subrecipients raised concerns about § 75.300(c) and (d), contending that the requiring compliance with certain of the nonstatutory requirements would violate RFRA or the U.S. Constitution, exceed the Department's statutory authority, or reduce the effectiveness of the Department's programs. As a result of the Department's consideration of these issues, it believes that this final rule is needed for a number of reasons, including:

- To restore the Congressionally established balance with respect to nondiscrimination requirements. Congress carefully balanced the rights, obligations, and goals involved in various Federal grant programs when it decided which nondiscrimination provisions to make applicable to such programs. The 2016 Rule made a number of nondiscrimination requirements, including certain nonstatutory nondiscrimination requirements, applicable to all grantees in all Departmental grant programs, regardless of whether Congress had made such requirements applicable to the grantees in particular Departmental programs. Because Congress carefully balanced competing interests, rights, and obligation, the Department believes that it is appropriate to impose only those nondiscrimination requirements required by the Constitution and the federal statutes that are applicable to the grantees.
- To avoid RFRA issues. The imposition of certain nonstatutory nondiscrimination requirements on certain faith-based organizations as recipients or subrecipients in the Department's programs would likely

constitute a substantial burden on their exercise of religion that is not the least restrictive means of furthering a compelling government interest and, likely, constitute a violation of RFRA. With respect to the Title IV–E foster care and adoption program, the Department has determined in two contexts that this was the case, and a federal district court similarly issued a preliminary injunction against the Department's enforcement of such provisions in the case of a faith-based organization that participates in Michigan's foster care and adoption program. The Department believes that this final rule constitutes the best way to avoid such burdens on religious exercise.

- To appropriately focus on compliance with applicable Supreme Court decisions. The 2016 Rule made two specific Supreme Court decisions applicable to all recipients of the Department's grants, although those decisions only apply to state actors. The Department is committed to complying not just with those decisions, but all applicable Supreme Court decisions, which is what this final rule provides.
- To limit uncertainty that would decrease the effectiveness of the Department's programs. Section 75.300(c) and (d) have raised questions about whether the Department exceeded its authority, disrupted the balance of nondiscrimination requirements adopted by Congress, generated requests for deviations or exceptions and lawsuits challenging the provisions, and sowed uncertainty for grant applicants, recipients, and subrecipients that could deter participation in Department-funded programs and, over time, undermine the effectiveness of those programs. The Department is under no legal obligation to impose such requirements and, accordingly, believes that it is appropriate to remove them in order to avoid such impacts to the Department's programs.
- To remove an exclusion from allowable indirect costs to the extent that is no longer necessary. The 2016 Rule excludes from allowable indirect costs any tax penalty imposed on individuals for failure to maintain minimum essential coverage under the ACA. That tax penalty has since been reduced to zero, but individuals may still be paying such tax penalties. Accordingly, the final rule limits the exclusion to tax penalties assessed for failure to maintain such coverage prior to January 1, 2019, when the penalty was reduced to zero.

Thus, as discussed in more detail elsewhere in the preamble, this final rule would

- Require recipients to comply with applicable federal statutory nondiscrimination provisions.[34]
- Provide that HHS complies with applicable Supreme Court decisions in administering its award programs.
- Not repromulgate the exclusion from allowable costs of the tax penalty, now reduced to zero, imposed on individuals for failure to maintain minimum essential coverage, except for tax penalties associated with failure to maintain minimum essential coverage prior to January 1, 2019, when the tax penalty was reduced to zero.
- Repromulgate without change a provision which established that recipients could not include, in allowable costs under HHS grants, any tax penalty imposed on an employer for failure to comply with the employer mandate under the ACA.
- Repromulgate without change a provision which addressed the applicability of certain payment provisions to states.
- Repromulgate without change a provision which authorized the grant agency both to require recipients to permit public access to various materials produced under a grant and to place restrictions on recipients' ability to make public any personally identifiable information or other information that would be exempt from disclosure under FOIA.
- Repromulgate, with certain technical changes, a provision which established limits on the amount of indirect costs allowable under certain types of grants.

Alternatives Considered

The Department carefully considered several alternatives, but rejected the potential alternatives for a number of reasons:

- Alternative 1: Not make any changes to the previously issued regulatory provisions at issue. The Department concluded that this alternative would likely lead to additional legal challenges. Moreover, because of the RFRA issues presented by application of certain provisions in the section to certain faith-based organizations that participate in or seek to participate in Department-funded programs or activities, the Department would continue to be faced with either litigation over the Department's compliance with RFRA, or additional requests for exceptions or deviations from the provisions, both of which would require the expenditure of departmental resources to address, as well as the expenditure of resources by such faith-based organizations that participate in, or seek to participate in, Department-funded programs or activities consistent with their religious beliefs. Finally, the current requirements, if enforced, could have led to the exclusion of certain faith-based organizations from participating in the Department's programs as recipients or subrecipients and would likely have a negative impact on the effectiveness of such programs.
- Alternative 2: Not make any changes to the regulatory provisions at issue, but promulgate a regulatory exemption for faith-based organizations whose religious exercise would be substantially burdened by the application of § 75.300(c) and (d) in their current form. This would address the RFRA issues presented by application of certain provisions in the section to certain faith-based organizations that participate in or seek to participate in Department-funded programs or activities. However, this approach would not adhere to the balance struck by Congress on nondiscrimination provisions applicable to Department grant programs and, thus, would raise competing concerns that might require careful balancing.
- Alternative 3: Revise § 75.300(c) and (d) to enumerate all applicable nondiscrimination provisions and the programs and recipients/subrecipients to which the nondiscrimination provisions would apply. This alternative would require the Department to update the provision every time Congress created a new program for the Department to implement, adopted new nondiscrimination provisions, or revised existing nondiscrimination provisions. Moreover, since § 75.300(a) already requires the grantmaking agency to communicate to awardees all relevant public policy requirements, including specifically all nondiscrimination requirements (and incorporate them either directly or by reference in the terms and conditions of the Federal award), this alternative would provide no new benefits to the recipients of grants from the Department's grantmaking agencies.

Expected Benefits and Costs of the Final Rule

The Department expects several benefits from this final rule. The final rule will better align the regulation to the statutory requirements adopted by Congress. This provides covered entities

[34] The final rule would remove the provision which exempted the Temporary Assistance for Needy Families program from this provision because the changes to the provision render the exemption unnecessary.

more clarity and stability concerning the requirements applicable to them. The final rule better ensures compliance with RFRA, and allows the Department to avoid some situations where a substantial burden on religious exercise may be applied by requirements that flow from the Department but not from a statute. The final rule will reduce litigation and associated costs, both to the government and to covered entities, resulting from challenges to nonstatutory public policy requirements. The final rule relieves administrative burdens on covered entities by removing certain requirements that go beyond those mandated by statute. As a result, the final rule enables the participation of faith-based organizations that participate in or seek to participate in Department-funded programs or activities. In turn, the Department expects the final rule will avoid the negative impact that the current regulations, if fully implemented, may have on the effectiveness of the Department's programs. For example, the Department expects the final rule will avoid reducing participation rates in the Department's programs by entities that object to the current regulations. The Department believes some of those entities have been effective in providing a significant number and percentage of services in such programs, so the Department expects this rule will avoid a reduction in the effectiveness of the Department's programs and in the number of beneficiaries served overall.

As the Department noted in the regulatory impact analysis in the proposed rule and in this final rule, with respect to the Regulatory Flexibility Act (and as the Department reiterates below in response to comments), the Department does not believe that there will be any direct costs or economic impact associated with final rule, apart from potential administrative costs to grantees to become familiar with the requirements of the final rule.

The Department received comments on the Department's compliance with Executive Order 12866.

Comments: Several commenters contended that the Department had failed to conduct an adequate cost-benefit analysis for the proposed rule. Several commenters asserted that the Department had failed to consider the health and financial costs from the proposed rule; others alleged that the Department had failed to consider the impacts and harms that would flow from the proposed rule. One commenter alleged the proposed rule lacked a holistic analysis of risks and benefits of the proposed rule to small business or the foster care system. Another complained that the Department had not explained why the proposed rule was a significant regulatory action under Executive Order 12866, but not economically significant.

Response: The Department respectfully disagrees with commenters. First, the Department does not believe the final rule imposes the costs and harms that some commenters allege. While commenters opposing the revisions argued that the final rule would permit grantees and subrecipients to discriminate against LGBT individuals, women, and other vulnerable populations and negatively affect the health or well-being of such individuals who would be discouraged from seeking services from secular service providers, the Department does not believe that such discrimination is widespread in its programs (or would be widespread in its programs in the absence of the nonstatutory nondiscrimination requirements), nor that the final rule would lead to a reduction in services provided overall—or, as explained below, that this final rule would necessarily cause a change in the composition of participants in Department-funded programs. For example, as discussed above in cases concerning Title IV–E foster care and adoption programs, the Department is aware that various entities will provide services only to persons of their religion, or to persons having a certain marital status, but the Department is also aware that other entities in such programs have been available to provide services to parents with whom a specific provider will not work. On the other hand, the entities of which the Department is aware that will only work with limited categories of parents often place many children, and if they were forced to leave the program because of the current regulations, the overall number of children placed would likely drop.

With respect to the requirements imposed by current § 75.300(c) and (d) to comply with certain nonstatutory nondiscrimination requirements, the Department notes that these requirements of the 2016 rule became effective in January 2017, coinciding with the change in Administration. As a result of changes in compliance and enforcement priorities, the Department and its grantmaking agencies did not make, and have not made, any concerted effort to obtain recipient compliance with the nonstatutory nondiscrimination provisions since the 2016 rule became effective, and have not taken steps to enforce compliance with such requirements. In addition, in January 2019, the Department issued an exception to the State of South Carolina with respect to one of the nonstatutory nondiscrimination requirements, recognizing that requiring the State's compliance with respect to certain faith-based organizations would violate RFRA. In September 2019, a federal district court preliminarily enjoined the Department from enforcing § 75.300(c) with respect to the plaintiffs as a violation of RFRA. And on November 1, 2019, the Department announced that it would not be enforcing the provisions of the 2016 rule, including the nonstatutory nondiscrimination requirements, pending repromulgation of the provisions. In light of this sequence of events, the Department believes that its recipients fall into one of several categories:

- Recipients that adopted the nondiscrimination practices prior to the 2016 rule, voluntarily or as a result of state or local law. These recipients' observance of nonstatutory nondiscrimination requirements is, thus, not the result of the 2016 rule. Because this final rule merely removes the regulatory requirement to comply with the nonstatutory nondiscrimination provisions, recipients remain free to observe such nondiscrimination practices, consistent with their other legal and/or constitutional obligations. And the Department anticipates that recipients in this category are likely to continue to observe such practices.
- Recipients that had not adopted the nondiscrimination practices prior to the 2016 rule and still have not adopted such practices, despite the 2016 rule's nonstatutory nondiscrimination requirements, in some instances because of the concerns outlined in the proposed rule and this final rule with respect to such requirements. The Department knows that there are grantees that are in this category. Since this final rule removes the requirement to comply with such nonstatutory nondiscrimination provisions, the Department expects that these grantees will continue to do what they have been doing—and, thus, will not change any behavior as a result of the final rule.
- Recipients that had not adopted the nondiscrimination practices prior to the 2016 rule, but have complied with the nonstatutory nondiscrimination provisions since then. The Department acknowledges that there could be some grantees that are in this category, although it is not specifically aware of any. To the extent that any grantees fall into such category, it seems likely that many would continue to follow such

nondiscrimination practices, voluntarily or because of new or newly enforced state or local laws. The Department reaches that conclusion because, to the extent that grantees knew about the nonstatutory nondiscrimination requirements imposed by the 2016 rule at the time it was promulgated and had any concerns about them, such grantees or prospective grantees would most likely have taken a ''wait and see'' approach to the Department's interpretation and enforcement of such provisions. They would thus have fallen within the category described in the previous bullet. The same would likely be the case with respect to such grantees that learned of the 2016 rule only after the fact—for example, as a result of coverage of the State of South Carolina's February 2018 request for a deviation from certain requirements in § 75.300(c) and (d). Absent specific concerns about complying with those nonstatutory requirements, the Department sees little reason that grantees would change course yet again.

Thus, apart from the familiarization costs, the Department concludes that there will be no economic impact associated with § 75.300(c) and (d).

For significant regulatory actions, Executive Order 12866 requires ''an assessment, including the underlying analysis,'' of benefits and costs ''anticipated from the regulatory action.'' Executive Order 12866, §§ 6(a)(3)(C), 3(f)(1). The Department provides such an assessment here and provided one in the proposed rule. Furthermore, the APA requires agencies to base their decisions ''on consideration of the relevant factors,'' *State Farm,* 463 U.S. 29, 42 (1983), but it does not require them to ''conduct a formal cost-benefit analysis in which each advantage and disadvantage is assigned a monetary value,'' *Michigan* v. *EPA,* 135 S. Ct. 2699, 2711 (2015), or assess the relevant factors in quantitative terms, *Ranchers Cattlemen Action Legal Fund* v. *USDA,* 415 F.3d 1078, 1096–97 (9th Cir. 2005). The Department noted in the proposed rule that it would harmonize and streamline rules and promote flexibility by removing unnecessary burdens. It similarly noted that most of the provisions of the proposed rule have been operational since 2016, and that where the Department proposed to amend the 2016 provisions, grantees were already subject to the requirements that were proposed, so grantees would not need to make any changes to their current practice in response to the rulemaking. Although the Department received comments asserting that particular harms—for example, discrimination against particular groups of beneficiaries—would flow from the removal of the provisions, the Department did not identify such problems prompting its promulgation of § 75.300(c) and (d) in 2016, and the commenters did not provide evidence to suggest that such problems would occur after promulgation of this final rule.

Finally, the Department believes that this final rule will impose only de minimis costs, if any, on covered entities. This final rule relieves regulatory burdens by removing requirements on recipients and subrecipients in § 75.300(c) that are not imposed by statute, and eliminate the burden imposed on faith-based organizations that participate in the Department's programs to seek an exception from certain nonstatutory nondiscrimination imposed by the 2016 rule through litigation or the exception process in § 75.102(b), as well as the expenses that the Department would incur in addressing such litigation or exceptions requests. Therefore, as a qualitative matter, the final rule could be seen as relieving burdens and costs rather than imposing them. Because the final rule does not impose any new regulatory requirements, recipients and subrecipients should not incur any new or additional compliance costs. Nor does the Department believe covered entities would necessarily incur any more than de minimis costs to review this rule. Recipients are already required by § 75.300(a) and (b) and other regulatory provisions to comply with statutory nondiscrimination requirements and ensure their subrecipients and their programs are in compliance. Pursuant to § 75.300(a), the Department's grantmaking agencies are required to inform applicants for grants and recipients in notices of funding opportunities and award notices of applicable statutory and regulatory requirements, including, specifically, the nondiscrimination requirements applicable to the grant program. Therefore, as a practical matter, grantees and recipients may rely on these communications to inform them of the legal and regulatory requirements applicable to the programs in which they participate.

However, as a standard practice, the Department considers regulatory familiarization costs in its regulatory impact analyses. Although the Department issues many grants on an annual basis, many recipients receive multiple grants. Thus, based on information in the Department's Tracking Accountability in Government Grant Spending (TAGGS) system, the Department estimates that it has a total of 12,202 grantees.[35] Depending on the grantee, the task of familiarization could potentially fall to the equivalent of (1) a lawyer (hourly rate: Median $59.11, mean $69.86); (2) a general/operations manager (hourly rate: Median $48.45, mean $59.15); (3) a medical and health services manager (hourly rate: Median $48.55, mean $55.37); (4) a compliance officer (hourly rate: Median $33.02, mean $35.03); or (5) a social and community service manager (hourly rate: Median $32.28, mean $35.05).[36] Averaging these rates leads to a median hourly rate of $44.28 and mean hourly rate of $50.89. The Department assumes that the total dollar value of labor, which includes wages, benefits, and overhead, is equal to 200% of the wage rate, or $88.56 (median) and $101.78 (mean). The changes made by the final rule are straight forward and easy to understand—and the Department anticipates that professional organizations, trade associations and other interested groups may prepare summaries of the rule. Accordingly, the Department estimates that it would take a grantee approximately an hour to become familiar with the final rule's requirements. The Department, thus, concludes that the cost for grantee familiarization with the final rule would total $1,080,609.12 (median) or $1,241,919.56 (mean).

The Department does not believe that covered entities will incur training costs under § 75.300(c) and (d) of this rule. Section 75.300(c) only applies requirements to the extent imposed by statute, and recipients and subrecipients are already required to comply with such statutory requirements under § 75.300(a) and (b) and other statutes and regulations. Section 75.300(d) does not impose requirements that recipients or subrecipients need to review, but makes a general statement about the Department's compliance with applicable Supreme Court cases in its award programs, without requiring familiarity with any particular case on the part of recipients or subrecipients. In both respects, § 75.300(c) and (d) of this final rule impose requirements that may be simpler and easier to understand than the current regulation.[37]

[35] Based on unique DUNS numbers, the Department had 11,749 recipients in 2017, 12,333 recipients in 2018, and 12,523 recipients in 2019, for an average of 12,202.

[36] U.S. Bureau of Labor Statistics, May 2019 National Occupational Employment and Wage Estimates United States, available at *https://www.bls.gov/oes/current/oes_nat.htm.*

[37] The Department notes that Executive Order 12866 ''is intended only to improve the internal management of the Federal Government and does not create any right or benefit, substantive or

Executive Order 13771

The White House issued Executive Order 13771 on Reducing Regulation and Controlling Regulatory Costs on January 30, 2017. Section 2(a) of Executive Order 13771 requires an agency, unless prohibited by law, to identify at least two existing regulations to be repealed when the agency publicly proposes for notice and comment or otherwise promulgates a new regulation. In furtherance of this requirement, § 2(c) of Executive Order 13771 requires that the new incremental costs associated with new regulations shall, to the extent permitted by law, be offset by the elimination of existing costs associated with at least two prior regulations. Guidance from OMB indicates this offset requirement applies to Executive Order 13771 regulatory actions. This rulemaking, while significant under Executive Order 12866, will impose at most de minimis costs and, therefore, is not either a regulatory action or deregulatory action under Executive Order 13771.

Regulatory Flexibility Act and Executive Order 13272

The Department has examined the economic implications of this final rule as required by the Regulatory Flexibility Act (RFA), 5 U.S.C. 601–612. The RFA requires agencies to analyze regulatory options that would minimize any significant impact of a rule on small entities. The RFA generally requires that when an agency issues a proposed rule, or a final rule that the agency issues under 5 U.S.C. 553 after being required to publish a general notice of proposed rulemaking, the agency must prepare a regulatory flexibility analysis that meets the requirements of the RFA and publish such analysis in the **Federal Register**—unless the agency expects that the rule will not have a significant impact on a substantial number of small entities, provides a factual basis for this determination, and certifies the statement. 5 U.S.C. 603, 604, 605(b). If an agency must provide a regulatory flexibility analysis, this analysis must address the consideration of regulatory options that would lessen the economic effect of the rule on small entities. For purposes of the RFA, ''small entities'' include proprietary firms meeting the size standards of the Small Business Administration (SBA); [38] nonprofit organizations that are not dominant in their fields; and small governmental jurisdictions with populations of less than 50,000. 5 U.S.C. 601(3)–(6). States and individuals are not small entities. The Department considers a rule to have a significant impact on a substantial number of small entities if it has at least a three percent impact on revenue on at least five percent of small entities.

Executive Order 13272 on Proper Consideration of Small Entities in Agency Rulemaking reinforces the requirements of the RFA and requires the Department to notify the Chief Counsel for Advocacy of the Small Business Administration if the final rule may have a significant economic impact on a substantial number of small entities under the RFA. Executive Order 13272, 67 FR 53461 (Aug. 16, 2002).

As discussed, this final rule would

- Require recipients to comply with applicable federal statutory nondiscrimination provisions.
- Provide that HHS complies with applicable Supreme Court decisions in administering its award programs.
- Not repromulgate the exclusion from allowable costs of the tax penalty, now reduced to zero, imposed on individuals for failure to maintain minimum essential coverage, except for tax penalties associated with failure to maintain minimum essential coverage prior to January 1, 2019, when the tax penalty was reduced to zero.
- Otherwise re-promulgate the provisions of the 2016 rule.

The Department's grantees include state and local governments; state and local health and human services agencies; public and private colleges and universities; nonprofit organizations in the health and social services areas, including both secular and faith-based organizations; and certain health care providers. Because this final rule would apply to all grantees, affected small entities include all small entities that apply for the Department's grants; these small entities operate in a wide range of areas involved in the delivery of health and human services. It is important to note, however, that the RFA does not require that an entity assess the impact of a rule on all small entities that may be affected by the rule, but only those directly regulated by the rule. *See National Women, Infants, and Children Grocers Ass'n et al.* v. *Food and Nutrition Service,* 416 F. Supp. 2d 92, 108–110 (D.D.C. 2006).

With respect to the changes that the final rule makes to § 75.300(c) and (d): The adoption of amendments to § 75.300(c) and (d) do not impose any new regulatory requirements on recipients. Recipients are currently required to comply with applicable federal statutory nondiscrimination provisions by operation of such laws and pursuant to 45 CFR 75.300(a); the Department is currently required to comply with applicable Supreme Court decisions. As discussed above, apart from the potential familiarization costs, the Department does not believe that there will be any economic impact associated with these amendments.

With respect to the repeal of the allowable cost exclusion for the tax penalty for failure to comply with the individual shared responsibility provision: When the Department imposed this allowable cost exclusion, individuals were subject to a tax penalty or assessment for failure to maintain health insurance that constituted minimum essential coverage. Congress has since reduced to zero such tax penalties or assessments, effective after December 31, 2018. While the individual tax penalty for failure to comply with the individual shared responsibility provision has been reduced to zero, the Department has been informed that individuals may still be paying assessed tax penalties for failure to maintain minimum essential coverage prior to January 1, 2019. The Department had proposed to eliminate the provision because it seemed unnecessary to maintain a provision with respect payments of penalties that had been reduced to zero. Since some individuals may still be paying such assessments, the Department is repromulgating the provision, but limited to tax penalties for failure to maintain coverage prior to January 1, 2019, when the penalty was reduced to zero. Because this does not represent a change of the requirement imposed under the 2016 rule with respect to periods for which a non-zero tax penalty could be assessed, there should be no economic impact associated with re-imposing an allowable costs exclusion for such payments.

procedural, enforceable at law or equity by a party against the United States, its agencies or instrumentalities, its officers or employees, or any other person.'' Executive Order 12866, § 10, 58 FR 51735 (Oct. 4, 1993).

[38] In the health care and social assistance sector, from which the Department draws most of its grantees, SBA considers businesses to be small by virtue of having less than between $8.0 million and $41.5 million in average annual revenues, depending on the particular type of business. *See* U.S. Small Business Administration, Table of Small Business Size Standards Matched to North American Industry Classification System Codes, effective August 19, 2019 (sector 62), available at *https://www.sba.gov/sites/default/files/2019-08/SBA%20Table%20of%20Size%20Standards_Effective%20Aug%2019%2C%202019_Rev.pdf.* In as much as colleges, universities and professional schools (*e.g.,* medical schools) and other educational institutions may receive Department funding, the other sector from which the Department may draw grantees is the educational services sector, where the relevant small business sizes range from $12.0 million to $30.0 million in annual revenues. *Id.* (sector 61).

With respect to the provisions being repromulgated without change: These provisions of the final rule have been operational since the publication of the 2016 rule. As a result, as noted in the proposed rule, recipients, including small entities, will not need to make any changes to their current practice in response to this final rule. Accordingly, there should be no economic impact associated with the repromulgation of these provisions.

In light of the foregoing, the Department anticipates that this final rule will have no impact beyond providing information to the public. The Department anticipates that this information will allow affected entities to better deploy resources in line with established requirements for its recipients, while reducing administrative burdens related to litigation and waiver requests. Thus, grantees will be able to better prioritize resources towards providing services consistent with their mission and grant. As a result, the Department has determined, and the Secretary certifies, that this final rule will not have a significant impact on the operations of a substantial number of small entities.

The Department asked for comments on the impact of the proposed rule on small entities under the Regulatory Flexibility Act, as well as the comparative effects and impacts of the situation if the Department were to fully enforce the provisions of the 2016 rule as compared to the situation if the Department were to fully exercise its enforcement discretion with respect to the 2016 rule. The Department received a number of comments on the RFA analysis.[39]

Comments: Several commenters opposing the proposed rule contended that the Department had failed to conduct the required cost-benefit analysis necessary to sustain the proposed rule. Some commenters contended that the Department did not properly conduct a cost benefit and risk analysis of potential affected entities. Several commenters asserted that such a cost-benefit analysis would have to consider the health and financial costs from the proposed rule. One commenter alleged the proposed rule lacked a holistic analysis of risks and benefits of the proposed rule to small business or the foster care system.

Response: The Department respectfully disagrees with commenters. With respect to the RFA, the Department did fully consider whether the proposed rule's changes would have a significant impact on a substantial number of small entities. It reviewed the evidence and concluded that it would not—and provided a statement in the proposed rule with the factual bases for its conclusion. Very few commenters addressed the effect of the proposed rule on small entities, with most arguing that the Department should have considered the impact on individuals and entities other than the Department's recipients. However, the RFA requires the Department to consider the impact only on small entities directly regulated by the rule; it does not require consideration of the rule on all small entities potentially indirectly affected by it. *See National Women, Infants, and Children Grocers Ass'n,* 416 F. Supp. 2d at 108–110 (rule only applied to state agencies, not to small businesses, such as WIC-only vendors, so federal agency properly certified that rule would not have a significant impact on a substantial number of small entities). Nor does the RFA require consideration of the impact on individuals since individuals do not constitute small entities as such term is defined in the RFA.

Unfunded Mandates Reform Act

Section 202 of the Unfunded Mandates Reform Act of 1995 (Unfunded Mandates Act), 2 U.S.C. 1532, requires that covered agencies prepare a budgetary impact statement before promulgating a rule that includes any Federal mandate that may result in the expenditure by State, local, and tribal governments, in the aggregate, or by the private sector, of $100 million in 1995 dollars, updated annually for inflation. Currently, that threshold is approximately $154 million. If a budgetary impact statement is required, section 205 also requires covered agencies to identify and consider a reasonable number of regulatory alternatives before promulgating a rule. The Department has determined that this final rule will not result in expenditures by State, local, and tribal governments, or by the private sector, of $154 million or more in any one year. Accordingly, the Department has not prepared a budgetary impact statement or specifically addressed the regulatory alternatives considered.

Executive Order 13132, Federalism

Executive Order 13132 establishes certain requirements that an agency must meet when it issues a rule that imposes substantial direct requirement costs on State and local governments, preempts State law, or otherwise has Federalism implications. Executive Order 13132, 64 FR 43255 (Aug. 4, 1999). The Department does not believe that this final rule would (1) impose substantial direct requirements costs on State or local governments; (2) preempt State law; or (3) otherwise have Federalism implications.

Executive Order 12866 directs that significant regulatory actions avoid undue interference with State, local, or tribal governments, in the exercise of their governmental functions. Executive Order 12866 at 6(a)(3)(B). Executive Order 13175 further directs that Agencies respect Indian tribal self-government and sovereignty, honor tribal treaty and other rights, and strive to meet the responsibilities that arise from the unique legal relationship between the Federal Government and Indian tribal governments. Executive Order 13175 at 2(a). The Department does not believe that the final rule would implicate the requirements of Executive Orders 12866 and 13175 with respect to tribal sovereignty.

The final rule maintains the full force of statutory civil rights laws protections against discrimination, but does not attempt to impose a ceiling on how those protections may be observed by States. Consistent with their other constitutional and legal obligations, State and local jurisdictions will continue to have the flexibility to impose additional civil rights protections. Therefore, the Department has determined that this final rule does not have sufficient Federalism implications to warrant the preparation of a Federalism summary impact statement under Executive Order 13132, and that the rule would not implicate the requirements of Executive Orders 12866 and 13175 with respect to tribes.

The Department received several comments on its Executive Order 13132 analysis.

Comments: One commenter argued that the Department had not complied with Executive Order 13132. Other commenters claimed that the proposed rule creates conflicts between federal, state, and local law.

Response: The Department respectfully disagrees. The proposed rule, and this final rule, do not impose any substantial direct requirements on State and local governments that do not already exist, nor does it preempt or conflict with State or local laws. A conflict arises when an entity cannot comply with two different laws. The Department's action here merely removes certain regulatory requirements

[39] Many commenters disagreed with the Department's decision to exercise enforcement discretion with respect to the provisions of the 2016 rule, pending repromulgation, as a result of its concerns about the rule's compliance with the Regulatory Flexibility Act. As such comments are beyond the scope of the proposed rule, the Department does not respond to them.

for which it lacked legal authority. Consistent with their other constitutional and legal obligations, State and local jurisdictions will continue to have the flexibility to impose additional civil rights protections. And, consistent with their other legal obligations, regulated entities are free to comply with such additional civil rights protections.

Congressional Review Act

The Congressional Review Act (CRA) defines a ''major rule'' as ''any rule that the Administrator of the Office of Information and Regulatory Affairs (OIRA) of the Office of Management and Budget finds has resulted in or is likely to result in—(A) an annual effect on the economy of $100,000,000 or more; (B) a major increase in costs or prices for consumers, individual industries, Federal, State, or local government agencies, or geographic regions; or (C) significant adverse effects on competition, employment, investment, productivity, innovation, or on the ability of United States-based enterprises to compete with foreign-based enterprises in domestic and export markets.'' 5 U.S.C. 804(2). Based on the analysis of this final rule under Executive Order 12866, OMB has determined that this final rule is not likely to result in an annual effect of $100,000,000 or more, and is not otherwise a major rule for purposes of the Congressional Review Act.

Assessment of Regulation and Policies on Families

Section 654 of the Treasury and General Government Appropriations Act of 1999[40] requires Federal departments and agencies to determine whether a proposed policy or regulation could affect family well-being.[41] If the determination is affirmative, then the Department or agency must prepare an impact assessment to address criteria specified in the law.[42] In the proposed rule, the Department determined that the proposed rule would not have an impact on family well-being, as defined in section 654.

The Department received many comments on its initial family well-being impact analysis, or on the likely impact of the proposed rule on the well-being of children in need of foster care or other services. After considering the comments, the Department concludes that the final rule will not have an impact on family well-being as defined in section 654.

Comment: Several commenters argued that, since the proposed rule rolls back nondiscrimination protections, it will have significant impacts on family well-being across a range of the Department's programs because it will affect access to programs for which they would otherwise be eligible. They suggested individual impact assessments were necessary for, among others, Head Start Programs, Refugee Resettlement, and caregiver support programs. Commenters also believed the family well-being analysis required an assessment of the impact for populations under the rule, including LGBT beneficiaries. At least some of the comments seem based on the premise that, under the proposed rule, religious or faith-based organizations would discriminate and, for example, reject prospective foster and adoptive families, to the detriment of children, including LGBTQ children, in need of foster or adoptive placements in loving families.

Other commenters supported the proposed rule, arguing that society needed as many agencies working on behalf of children as possible and that the proposed rule would prevent discrimination in the Department's programs by permitting religious and faith-based organizations to participate in Department-funded programs.

Response: The Department respectfully disagrees with commenters who argued that the proposed rule (and this final rule) would have a negative effect on family well-being, as defined in section 654. The Department rejects commenters' view that, under the rule, vulnerable families or populations will experience discrimination, or be denied services in Department-funded programs for which they are otherwise eligible. Commenters offered little evidence that this was the case before the current § 75.300(c) and (d) became effective, and the Department has no evidence supporting the belief that this will occur as a result of the final rule. Many commenters focused on child welfare programs and the foster care and adoption systems. Based on the information before the Department, as well as the Department's experience and expertise, the Department believes that the final rule will enable faith-based child placement agencies—which are critical providers and partners in caring for vulnerable children and have a long and successful history of placing children (including older children, children with health conditions and sibling groups, all of whom are more difficult to place) with loving families—to continue their service. Based on its experience and expertise, the Department believes that the result will be more, rather than fewer, child placement agencies and more, rather than fewer, options for children in need of loving homes. Furthermore, it is the Department's understanding that the participation of faith-based child placement organizations will not affect the availability of secular child placement organizations that are able to work with prospective foster and adoptive parents and families with whom some faith-based organizations cannot work. States work with both faith-based child placement organizations and secular child-placement organizations.

Paperwork Reduction Act

In accordance with the Paperwork Reduction Act of 1995 (44 U.S.C. 3506; 5 CFR part 1320 appendix A.1), the Department has reviewed this final rule and has determined that there are no new collections of information contained therein.

List of Subjects in 45 CFR Part 75

Administrative Practice and Procedure, Federal aid programs, Grants Programs, Grants Administration, Cost Principles, state and local governments.

Dated: January 5, 2021.

Alex M. Azar II,

Secretary, Department of Health and Human Services.

Therefore, under the authority of 5 U.S.C. 301 & 2 CFR part 200, and for the reasons stated in the preamble, the Department of Health and Human Services amends 45 CFR part 75 as follows:

[40] Public Law 105–277, Div. A, § 654, 112 Stat. 2681–480, 2681–528 (Oct. 21, 1998), codified at 5 U.S.C. 601 note.

[41] Before implementing regulations that may affect family well-being, an agency is required to assess the actions as to whether the action

(1) strengthens or erodes the stability or safety of the family and, particularly, the marital commitment;

(2) strengthens or erodes the authority and rights of parents in the education, nurture, and supervision of their children;

(3) helps the family perform its functions, or substitutes governmental activity for the function;

(4) increases or decreases disposable income or poverty of families and children;

(5) action's proposed benefits justify the financial impact on the family;

(6) may be carried out by State or local government or by the family; and

(7) establishes an implicit or explicit policy concerning the relationship between the behavior and personal responsibility of youth, and the norms of society.

5 U.S.C. 601 (note).

[42] If a regulation may affect family well-being, the head of the agency is required to submit a written certification to the director of OMB and to Congress that the regulation has been assessed and to provide an adequate rationale for implementation of a regulation that may negatively affect family well-being. *Id.*

PART 75—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR HHS AWARDS

■ 1. The authority citation for 45 CFR part 75 is revised to read as follows:

Authority: 5 U.S.C. 301; 2 CFR part 200.

§ 75.101 [Amended]

■ 2. Amend § 75.101 by removing paragraph (f).

■ 3. Amend § 75.300 by revising paragraphs (c) and (d) to read as follows:

§ 75.300 Statutory and national policy requirements.

* * * * *

(c) It is a public policy requirement of HHS that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services, to the extent doing so is prohibited by federal statute.

(d) HHS will follow all applicable Supreme Court decisions in administering its award programs.

■ 5. Amend § 75.305 by revising paragraph (a) to read as follows:

§ 75.305 Payment.

(a)(1) For States, payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR part 205 and TFM 4A–2000 Overall Disbursing Rules for All Federal Agencies.

(2) To the extent that Treasury-State CMIA agreements and default procedures do not address expenditure of program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds, such funds must be expended before requesting additional cash payments.

* * * * *

■ 6. Revise § 75.365 to read as follows:

§ 75.365 Restrictions on public access to records.

Consistent with § 75.322, HHS awarding agencies may require recipients to permit public access to manuscripts, publications, and data produced under an award. However, no HHS awarding agency may place restrictions on the non-Federal entity that limits public access to the records of the non-Federal entity pertinent to a Federal award identified in §§ 75.361 through 75.364, except for protected personally identifiable information (PII) or when the HHS awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) (FOIA) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the HHS awarding agency. The FOIA does not apply to those records that remain under a non-Federal entity's control except as required under § 75.322. Unless required by Federal, State, local, or tribal statute, non-Federal entities are not required to permit public access to their records identified in §§ 75.361 through 75.364. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

■ 7. Amend § 75.414 by revising paragraphs (c)(1)(i) through (iii) and the first sentence of paragraph (f) to read as follows:

§ 75.414 Indirect (F&A) costs.

* * * * *

(c) * * *

(1) * * *

(i) Indirect costs on Federal awards for training are limited to a fixed rate of eight percent of MTDC exclusive of tuition and related fees, direct expenditures for equipment, and subawards in excess of $25,000;

(ii) Indirect costs on Federal awards to foreign organizations and foreign public entities performed fully outside of the territorial limits of the U.S. may be paid to support the costs of compliance with federal requirements at a fixed rate of eight percent of MTDC exclusive of tuition and related fees, direct expenditures for equipment, and subawards in excess of $25,000; and

(iii) Negotiated indirect costs may be paid to the American University, Beirut, and the World Health Organization.

* * * * *

(f) In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in paragraphs (c)(1)(i) and (ii) of this section and section (D)(1)(b) of appendix VII to this part, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. * * *

* * * * *

■ 8. Revise § 75.477 to read as follows:

§ 75.477 Shared responsibility payments.

(a) Payments for failure to maintain minimum essential health coverage. Any payments or assessments imposed on an individual or individuals pursuant to 26 U.S.C. 5000A(b) as a result of any failure to maintain minimum essential coverage as required by 26 U.S.C. 5000A(a) with respect to any period prior to January 1, 2019, are not allowable expenses under Federal awards from an HHS awarding agency.

(b) Payments for failure to offer health coverage to employees. Any payments or assessments imposed on an employer pursuant to 26 U.S.C. 4980H as a result of the employer's failure to offer to its full-time employees (and their dependents) the opportunity to enroll in minimum essential coverage under an eligible employer-sponsored plan are not allowable expenses under Federal awards from an HHS awarding agency.

[FR Doc. 2021–00207 Filed 1–7–21; 4:15 pm]

BILLING CODE 4150–24–P

FEDERAL COMMUNICATIONS COMMISSION

47 CFR Part 15

[ET Docket No. 20–36; FCC 20–156; FRS 17258]

Unlicensed White Space Device Operations in the Television Bands

AGENCY: Federal Communications Commission.

ACTION: Final rule.

SUMMARY: In this document, the Commission revises its rules to expand the ability of unlicensed white space devices to deliver wireless broadband services in rural areas and areas where fewer broadcast television stations are on the air. The Commission also modifies its rules to facilitate the development of new and innovative narrowband Internet of Things (IoT) devices in TV white spaces. Unlicensed white space devices operate in the VHF and UHF broadcast TV bands, a spectral region that has excellent propagation characteristics that are particularly attractive for delivering wireless communications services over long distances, varying terrain, and into and within buildings. The Commission adopts a number of changes to the white space device rules to spur continued growth of the white space ecosystem, especially for providing affordable broadband service to rural and unserved communities that can help close the digital divide, while at the same time protecting broadcast television stations in the band from harmful interference.

DATES: Effective February 11, 2021, except for amendatory instruction 4.f. for § 15.709(g)(1)(ii), which is delayed. The Commission will publish a document in the **Federal Register** announcing the effective date.

ATTACHMENT P

REPORT ON OUTSIDE EMPLOYMENT ACTIVITIES

- Any [insert Contractor name] employee or independent contractor who is providing services under a contract with the Los Angeles County Department of Children and Family Services is required to complete a Report on Outside Employment Activities and to consult with his or her supervisor for approval.

- The Report on Outside Employment Activities must be completed on an annual basis and submitted to [insert Contractor name].

- Outside employment includes any gainful profession, trade, business or occupation for any person, firm, corporation or governmental entity and includes self-employment.

EMPLOYEE/INDEPENDENT CONTRACTOR INFORMATION		
Name:	Title:	Work Location:
Duties:	Employee Number:	Telephone Number:

I. DECLARATION – [*Please mark the statement that applies to your situation.*]

☐ I am not presently engaged and will not be engaged in the future in any outside employment (including self-employment). If I decide to engage in outside employment in the future, I understand I must immediately complete a new Report on Outside Employment Activities and provide the updated report to my supervisor.

☐ I am presently engaged or will be engaged in the future in outside employment (including self-employment). This outside employment:

- Is not in conflict with my official duties for [insert Contractor name];
- Does not involve advisory or consultant services which might conflict with interests of the County of Los Angeles; and
- Does not involve work using a professional license such that, when combined with my work for [insert Contractor name], will exceed the allowable caseload or hours under applicable rules and regulations.

[*Please complete the attached description of outside employment.*]

II. ACKNOWLEDGMENT

I certify the accuracy of the information I have provided and acknowledge that the information I have provided may be subject to verification.

In addition, I agree that if there is any change in my outside employment status, I will immediately report this to my supervisor. I understand that failure to do so may result in disciplinary action, up to and including termination of my services as an employee or independent contractor.

Print Name: _____

Signature: _____ Date: _____

III. SUPERVISOR REVIEW AND ACKNOWLEDGEMENT

I have reviewed this report and approve the employee/independent contractor to work for [insert Contractor name.]

Print Name: _____ Title: _____

Signature: _____ Date: _____

DESCRIPTION OF OUTSIDE EMPLOYMENT

Employer Name:
Employer Address:
Employer Telephone Number:
Employee Title:
Employee Duties:
Hours Worked (Per Week)*:

*Hours Worked must be declared to the best of your ability. "Hours vary" will not be accepted for approval.

Employer Name:
Employer Address:
Employer Telephone Number:
Employee Title:
Employee Duties:
Hours Worked (Per Week)*:

*Hours Worked must be declared to the best of your ability. "Hours vary" will not be accepted for approval.

Employer Name:
Employer Address:
Employer Telephone Number:
Employee Title:
Employee Duties:
Hours Worked (Per Week)*:

*Hours Worked must be declared to the best of your ability. "Hours vary" will not be accepted for approval.

ATTACHMENT Q

REPORT ON CONFLICT OF INTEREST

- Any [insert Contractor name] officer, Board of Directors member, or volunteer who is providing services under a contract with the Los Angeles County Department of Children and Family Services is required to complete a Report on Conflict of Interest.

- The Report on Conflict of Interest must be completed on an annual basis and submitted to [insert Contractor name].

- Outside employment includes any gainful profession, trade, business or occupation for any person, firm, corporation or governmental entity and includes self-employment.

I. DECLARATION

I am not presently engaged nor plan to be engaged in any outside employment (including self-employment):

- Which is in conflict with my official duties for [insert Contractor name]; or
- Which involves advisory or consultant services which might conflict with interests of the County of Los Angeles.

II. ACKNOWLEDGMENT

I certify the accuracy of the information I have provided and acknowledge that the information I have provided may be subject to verification.

In addition, I agree that if there is any change in my conflict of interest status, I will immediately report this to [insert Contractor name]. I understand that failure to do so may result in termination of my services as an officer, Board of Directors member, or volunteer.

Print Name: _____

Signature: _____ Date: _____

TEMPORARY SHELTER CARE FACILITY INTERIM LICENSING STANDARDS

Version I
Released: June 1, 2017

Version 1 is effective June 1, 2017, unless a subsequent version is published by the Department.
Authored/Published by: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Table of Contents

INTRODUCTION

The "Interim Licensing Standards" (ILS) contained herein constitute the written instructions authorized by Assembly Bill 403 (Chapter 773, Section 123, Statutes of 2015), and Assembly Bill 1997 (Chapter 612, Section 131, Statutes of 2016) for the California Department of Social Services to implement the Continuum of Care Reform Provisions that govern temporary shelter care facilities (TSCF). The TSCF ILS build upon the existing licensing regulations contained in Title 22, Division 6, Chapters 1 & 5 and specifically address the new licensing requirements for a county children's shelter that is operating as a licensed group home to transition to a TSCF.

I. Intent

AB 403 states that the intent of the Act is to reduce the use of congregate care placement settings and to ensure that, when children are removed from their own families, they are placed, whenever possible, with relatives or someone familiar, or, when this is not possible, with other caregiving families that are able to meet their physical, social, and emotional needs until they can return home. The Act additionally references federal law, which requires that placements of children in foster care be in the least restrictive, most family-like environment, and states that placement in a residential setting should be limited to circumstances when the child requires residential care due to his or her individual needs.

The ILS implement the provisions of the Continuum of Care Reform (CCR) which requires (1) reducing the use of county operated children's shelters by requiring counties to create a robust transitional plan for the development of temporary shelter care facilities (TSCF) to address the unique circumstances and needs of the populations they serve, while remaining consistent with the CCR principles described above, (2) that counties shift to a home-based family treatment model for emergency care, (3) when necessary, to develop an appropriate plan to repurpose shelter facilities, and (4) for the Department to develop a legislative report no later than January 1, 2021, which outlines the number of children and youth served by temporary shelter care facilities (formally known as children's shelters), characteristics of children residing at these facilities, and whether there is a continued need for the licensing and operation of TSCF.

II. Background

Several counties currently operate "children's shelters" which provide care and supervision to children and youth, typically at the point of entry to foster care or during unexpected transitions between placements.

In September 2012, the California Department of Social Services, in partnership with the County Welfare Directors Association of California, launched the Continuum of Care Reform (CCR) effort to develop recommendations to reform the current available continuum of services and programs and reduce the reliance on congregate care. The Continuum of Care Reform draws together a series of existing and new reforms to our child welfare services program designed out of an understanding that children who must live apart from their biological parents do best when they are cared for in committed nurturing family homes.

In January of 2015, the Department released a report to the legislature that outlined the comprehensive approach to improving the experience and outcomes of children in foster care and made recommendations to improve the Continuum of Care through legislative action. The report included a recommendation that counties be provided a reasonable multi-year window to phase out the use of county operated children's shelters and to shift to a home-based family treatment model, and, when necessary, develop an appropriate plan to repurpose shelter facilities.

On October 11, 2015, AB 403, which authorized the California Department of Social Services to implement provisions of CCR beginning January 1, 2017, was signed into law. AB 403 specifically permitted the department to license a county shelter, currently licensed under group home regulations as of January 1, 2016, as a temporary shelter care facility (TSCF). A TSCF is a 24-hour facility that provides no more than 10 calendar days of residential care and supervision for children under 18 years of age who have been removed from their homes as a result of abuse or neglect, as defined in section 300 of the Welfare and Institutions Code, or both.

CDSS consulted with counties to develop procedures for the submission of transition plans to the Department regarding the conversion of these county shelters licensed as group homes to TSCFs. The transition plans shall address the unique circumstances of each particular

facility and the needs of the populations they serve, while remaining consistent with the principles of CCR.

Continued reliance on county shelters solely due to a lack of available home based placement options or due to a lack of appropriate therapeutic level residential placements able to meet the needs of youth is inconsistent with the intent and principles of CCR and should be addressed through comprehensive evaluations of the continuum of services available in the county. This continuum includes the use of intensive home based services such as wrap-around, specialty mental health services, and intensive services foster care, capacity building efforts to expand the availability of emergency home based options, and strengthening the level of care and supervision provided by Short Term Residential Therapeutic Programs through enhanced supervision, training, staff qualifications, specialty mental health services, and other care and supervision or service enhancements. Establishment of Temporary Shelter Care Facilities as a component of the local continuum of care should be based on models of care that effectively and demonstrably improve the pathways to permanency and long term placement stability of children who are placed there.

III. Authority

AB 403 (Chapter 773, Section 123 Statutes of 2015) and Assembly Bill 1997 (Chapter 612, Section 131, Statutes of 2016) implemented statewide licensing requirements for temporary shelter care facilities in Health and Safety Code section 1530.8 and Welfare and Institutions Code section 11462.02.

Article 1 – General Requirements

84600 GENERAL

(a) Unless otherwise specified in these interim licensing standards, the provisions of Title 22, Chapter 1, General Licensing Requirements, and Chapter 5, Group Homes, shall apply to temporary shelter care facilities.

(b) Sections 80068.2, 80068.3, 84068.2, 84068.3, and any other reference to a needs and service plan within Title 22, Chapter 1, General Licensing Requirements, and Chapter 5, Group Homes, shall not apply to temporary shelter care facilities.

(c) Temporary shelter care facilities shall not accept for placement children who are under the age of six years, unless the facility is licensed for that age group and meets the requirements of Subchapter 2, beginning with Section 84200.

(d) Temporary shelter care facilities shall not be considered in determining overconcentration of residential facilities as specified in Health and Safety Code section 1520.5.

(e) Nothing in these interim licensing standards shall preclude a county from applying for and being licensed as a short-term residential therapeutic program; a runaway and homeless youth shelter; or a foster family agency, as provided by Health and Safety Code section 1530.8(e)(2).

84601 DEFINITIONS

In addition to Sections 80001 and 84001, the following shall apply:

(a) (1) "Authorized Representative" means any person or entity authorized by law to act on behalf of any client. Such person or entity may include but not be limited to a minor's parent, a legal guardian, a conservator or a public placement agency.

(b)-(n) (Reserved)

(o) (1) "Overconcentration" has the same meaning as "overconcentration" as defined in Health and Safety Code section 1520.5(b).

(p)-(r) (Reserved)

(s) (1) "Social Work Staff" means at least one social worker or other professional person trained in the behavioral sciences who provides, either through employment or alternative means, those services specified in this chapter.

(t) (1) "Temporary shelter care facility" means any residential facility that meets all of the following requirements:

(A) It is owned and operated by the county or by a private, nonprofit agency on behalf of a county.

(B) It is a 24-hour care facility that provides no more than 10 calendar days of residential care and supervision for children under 18 years of age who have been removed from their homes as a result of abuse or neglect, or both, as defined in Section 300 of the Welfare and Institutions Code.

(u)-(z) (Reserved)

Article 2. Licensing

84604 LICENSING AUTHORITY

(a) The department may issue a temporary shelter care facility license to an entity operating a children's shelter, licensed as a group home, and operated by a county, or an agency on behalf of a county, as of January 1, 2016, as specified in Health and Safety Code section 1530.8(d)(1).

84605 LICENSE REQUIRED

(a) In addition to 80005, the following shall apply.

(b) A children's shelter, licensed as group home, and operated by a county, or an agency on behalf of a county, shall apply to obtain a license as a temporary shelter care facility by the date declared in the facility's transition plan as approved by the Department.

Article 2.5. Transition Plan

84613 TRANSITION PLAN

(a) A children's shelter, licensed as a group home, and operated by a county, or an agency on behalf of a county, shall prepare and submit a written transition plan, as described in this section, to the department on or before July 17, 2017.

(b) The transition plan shall address the unique circumstances and needs of the populations they serve and contain a description of the following:

(1) How the facility will comply with the requirements in the temporary shelter care facility interim licensing standards.

(2) A staffing plan that, at a minimum, includes an organizational chart and description of staff position responsibilities.

(3) The criteria for accepting placements into the temporary shelter care facility.

(4) How the facility will find a placement for the child as soon as possible, but no later than ten days after admission.

(5) How the facility will identify barriers to timely placement for incoming children.

(6) What efforts the facility will make to mitigate barriers to placement for the child.

(7) A communication strategy plan that includes a daily report or spreadsheet containing the placement status, along with ongoing placement efforts, for each child in the facility, and ensures the daily report is distributed to all placing social workers, placing social work supervisors, the facility administrator, and the county placing agency director or his or her designee.

(8) The services to be provided as described in Welfare and Institutions Code section 11462.022(e).

HANDBOOK BEGINS HERE

Welfare and Institutions Code section 11462.022(e) provides:

> "(e) The temporary shelter care facility shall ensure that the following services, at a minimum, are identified in the facility's plan of operation and are available to children detained at the facility:

(1) Medical, developmental, behavioral, and mental health assessments based on the information obtained through the screenings required pursuant to subdivision (d).
(2) Based on the screening, assessments, and other information obtained about the child, identification of the appropriate placement resources that meet the child's needs.
(3) Trauma-informed services and interventions.
(4) Crisis intervention services.
(5) Care and supervision provided by trauma-informed trained and qualified staff.
(6) Referrals to and coordination with service providers who can meet the medical, developmental, behavioral, or mental health needs of the child identified upon admission.
(7) Educational services to ensure the child's educational progress, including efforts to maintain the child in his or her school of origin if practical.
(8) Visitation services, including the ability to provide court-ordered, supervised visitation.
(9) Structured indoor and outdoor activities, including recreational and social programs.
(10) Transportation and other forms of support to ensure, to the extent possible, the child's ability to attend and participate in important milestone events.
(11) Mentorship and peer support-type programs."

HANDBOOK ENDS HERE

(9) A description of how the facility will monitor and ensure the adequacy and quality of care, supervision, and services provided by the facility, as informed by the following indicators:

(A) The number of reported incidents.

(B) The number of reported law enforcement contacts.

(C) The number of children prescribed psychotropic medication.

(D) The number of children absent without leave from the temporary shelter care facility.

(E) The number of children who have run away from their last placement.

(F) Any other indicators that specialized or intensive needs of the children served by the temporary shelter care facility are not being met.

Article 3. Application Procedures

84618 APPLICATION FOR LICENSE

(a) In addition to Section 80018 and 84018, the following shall apply:

(b) A written plan of operation as required in Section 84622.

84622 PLAN OF OPERATION

(a) In addition to Sections 80022 and 84022, the following shall apply:

(b) The plan of operation and related materials shall also contain the following:

(1) A statement that the primary purpose of the facility is to provide temporary shelter care only for the duration necessary to enable a county placing agency to perform the required assessments and to appropriately place a child.

(2) A description of how the facility will meet the diverse needs of children placed in the shelter, how children will be housed within the shelter, and the circumstances that may be considered in making housing and decisions.

(3) A description of how the facility will assess each child on an individual basis with the focus on why the child was moved from his or her prior living arrangement or placement and the services the child will need for transition to his or her next placement.

(4) A description of the facility's procedures and resources for locating appropriate placements that meet the individual needs of children, including a description of the placement and placement coordination responsibilities of the facility's social work staff.

(5) A description of the facility's plan for ascertaining information on where the child should attend school, assuring school attendance, and providing services to support the child's educational progress.

(6) A description of services to be provided by the facility which shall include, but not be limited to, the following:

(A) Medical, developmental, behavioral, and mental health assessments.

(B) How the facility will identify appropriate placement resources that meet the child's needs.

(C) Trauma-informed services and interventions.

(D) Crisis intervention services.

(E) Care and supervision provided by trauma-informed trained and qualified staff.

(F) Referrals to and coordination with service providers who can meet the medical, developmental, behavioral, or mental health needs including need for specialty mental health services, of the child identified upon admission.

(G) Visitation services, including the ability to provide court-ordered, supervised visitation.

(H) Structured indoor and outdoor activities, including recreational and social programs, as required under Section 84079.

(I) Transportation and other forms of support to ensure the child's ability to enjoy the rights specified in Welfare and Institutions Code section 16001.9.

(J) Mentorship and peer-support type programs.

(7) A description of how the facility will monitor and ensure the adequacy and quality of care, supervision, and services provided by the facility, as informed by the following indicators:

(A) The number of reported incidents.

(B) The number of reported law enforcement contacts.

(C) The number of children prescribed psychotropic medication.

(D) The number of children absent without leave.

(E) The number of children who have run away from their last placement.

(F) Any other indicators that specialized or intensive needs of the children served by the temporary shelter care facility are not being met.

(8) A communication strategy plan that includes a daily report or spreadsheet containing the placement status, along with ongoing placement efforts, for each child in the facility, and ensures the daily report is distributed to all placing social workers, placing social work supervisors, the facility administrator, and the county placing agency director or his or her designee.

(c) Any changes in the plan of operation which affect the services to children shall be subject to licensing agency approval.

(d) The facility shall operate in accordance with the terms specified in its plan of operation.

84635 CONDITIONS FOR FORFEITURE

(a) In addition to Section 80035, the following shall apply:

(b) A group home license issued to a county to operate a children's shelter shall be forfeited by operation of law when the county receives a license to operate a temporary shelter care facility, as specified in Health and Safety Code section 1524(j).

(c) A temporary shelter care facility license issued to a private, nonprofit organization under contract with a county shall be forfeited by operation of law upon termination of the contract, as specified in Health and Safety Code section 1524(k).

Article 4. Administrative Actions

84640 DENIAL OF INITIAL LICENSE

(a) In addition to Sections 80040 and 84040, the following shall apply:

(b) A license application for a temporary shelter care facility applicant shall not be denied upon the basis of overconcentration, as specified in Health and Safety Code section 1520.5(g).

Article 5. Enforcement Provisions

84651 SERIOUS DEFICIENCIES

(a) In addition to 84051, the following shall apply:

(b) The department may issue a citation to a facility for a violation of the 10-day placement limit as specified in Welfare and Institutions Code section 11462.022.

HANDBOOK BEGINS HERE

Welfare and Institutions Code section 11462.022 (f)(1) provides:

> "(f)(1) In no case shall the detention or placement in a temporary shelter care facility exceed 10 calendar days. For any stay that exceeds 10 calendar days, the child welfare agency shall submit a written report to the department, within 24 hours of an overstay, that shall include a description of the reasons and circumstances for the child's overstay, and shall be signed by the county child welfare agency director or his or her designee. The department may choose not to issue a citation to the county for a violation of the 10-day placement limit when, based on the information contained in the report, the overstay is reasonable and the county is complying with subdivision (d)."

HANDBOOK ENDS HERE

Article 6. Continuing Requirements

84661 REPORTING REQUIREMENTS

(a) In addition to Section 84061, the following shall apply.

(b) The county child welfare agency shall prepare and submit to the Department a written report no later than 24 hours after the child's placement reaches the 10-day limit. The report shall contain the following information:

(1) The number of days the child has been placed at the facility;

(2) The reasons and circumstances for the child's overstay;

(3) The steps the licensee and child welfare agency are taking to identify placement options and place the child;

(4) The report shall be signed by the county child welfare agency director or his or her designee; and

(5) The report shall be resubmitted to the Department weekly until the child has been placed.

(c) The licensee shall maintain a daily report, and submit it to the Department upon request. The report shall contain the following information:

(1) Total number of children served;

(2) Date of birth for each child served;

(3) Gender and gender identity of each child served;

(4) Date of admission and planned date of discharge;

(5) Length of stay of each child served;

(6) Each child's previous placement if applicable;

(7) Reason for each child's admission to facility; and

(8) Barriers to each child's placement, if applicable.

(d) The licensee shall ensure that the child's authorized representative is notified no later than the next business day if the following circumstances have occurred without the authorized representative's participation:

(1) Any unusual absence or failure of a child to return or inform the facility that they are not returning for a specified period of time.

(A) A child identified to be at risk of, or having been commercially sexually exploited who has not informed the facility of an absence should be reported to the authorized representative as soon as is reasonably possible and in no case longer than 24 hours.

(e) The licensee shall submit reports to the Department, using form LIC 624-LE or alternative documentation containing all the information required in LIC 624-LE, regarding any incident that involves law enforcement contact with a child residing in the facility.

(1) The licensee shall make an initial report to the Department no later than the next business day following each incident. The initial report shall include all information described in Section 84061(k)(2)(A) through (E) that is known to the licensee at the time the report is made.

(2) Within six months of the incident, the licensee shall provide a follow-up report for each incident that includes the following information:

(A) The type of incident.

(B) Whether the incident involved an alleged violation of any crime, other than an age-based curfew law, by a child residing in the facility.

(C) Whether staff, children, or both were involved in the incident.

(D) The gender, race, ethnicity, and age of children involved in the incident.

(E) The outcome of the incident, if known, including arrests, removals of children from placement, termination or suspension of staff, the filing of a 602 petition for the child, or revocation of or changes to the terms of probation.

(3) The licensee may file the follow-up report at any time within six months of the incident, including with the initial report, if all outcomes and required information are known. (4) The licensee may be required to provide follow-up reports beyond the first six months if the Department determines that the information provided in either the initial or follow-up reports is incomplete, or if outcomes required to be reported are not known until later than six months after the initial report.

(5) A licensee reporting an incident under this subsection shall not be required to report the same incident under any other provision of this Section, or under

Section 80061, so long as all information required to be reported by the other provision is provided.(6) For the purposes of this subsection, "contact with law enforcement" means contact by police officers, sheriffs and others as defined in Section 84001(l)(1), with a child residing in the facility, which does not include routine contact with a probation officer who is supervising the placement of a child in the facility.

HANDBOOK BEGINS HERE

Example: Routine contacts with probation officers do not need to be reported to the Department. However, contacting a probation officer regarding an incident involving a specific child or children or other contact with a probation officer that results in action taken by a probation officer in response to a reportable incident involving a child in the facility in which law enforcement was called, including, but not limited to, revocation or changes of the terms of probation, a child being taken into the custody of probation, or the child being removed from placement should be reported as an outcome as required in (e)(2)(E) if known.

HANDBOOK ENDS HERE

(f) For data collection purposes to better inform the Department on the need for shelter care, a quarterly report shall be submitted within 30 days of the end of each quarter. The quarter's end dates shall be March 31, June 30, September 30 and December 31. The report shall include the following information for each child:

(1) Child demographics including date of birth, gender, and race

(2) Placing agency

(2) Date of admission and date of discharge

(3) The length of stay in the facility

(4) If the child is returning to the shelter due to a failed placement

(5) Reason for shelter usage

(6) Barriers to placement, and barriers to placement causing stay to exceed ten (10) calendar days if applicable

(7) The child's next placement

84665.2 PERSONNEL DUTIES

(a) In addition to 84065.2, the following shall apply.

(b) Social work staff shall:

(1) Complete an assessment of each child that ensures appropriate services are being provided to meet the child's individual needs while the child is temporary placed in the facility.

(2) Assist with a child's transition to his or her next placement.

84665.3 ADDITIONAL STAFF TRAINING

(a) In addition to all other training required in Title 22, Chapter 1, General Licensing Requirements, and Chapter 5, Group Homes, the following shall apply.

(b) All administrators, facility managers, social work staff, and direct care staff shall receive four hours of training on the specialized needs of children in transition.

84665.5 STAFF RATIOS

(a) Sections 84065.5 and 84065.7 shall not apply to temporary shelter care facilities.

(b) (1) During the hours of 7 am to 10 pm:

(A) When only one child is present at the facility, there shall be at least one awake and on duty direct care staff present at the facility.

(B) When there are two to four children present at the facility, there shall be at least two awake and on duty direct care staff present at the facility.

(C) When there are five or more children present at the facility, there shall be at least one awake and on duty direct care staff present at the facility for every four children, or fraction thereof, present at the facility.

(2) During the hours of 10 pm to 7 am:

(A) When only one child is present at the facility, there shall be at least one awake and on duty direct care staff present at the facility.

(B) When there are two to six children present at the facility, there shall be at least two awake and on duty direct care staff present at the facility.

(C) When there are seven or more children present at the facility, there shall be at least one awake and on duty direct care staff present at the facility for every six children, or fraction thereof, present at the facility.

(c) There shall be at least one awake and on duty direct care staff present for each four children participating in planned activities away from the facility.

(d) Additional staff shall be on call and capable of arriving at the facility within 30 minutes.

(f) If the children require special care and supervision because of age, problem behavior or other factors, the number of on-duty facility staff shall be increased.

(g) The Department may require a licensee to provide additional staff when it is determined that additional staff are required to address the unique circumstances and needs of the populations served. The licensee shall be informed in writing of the reasons for the licensing agency's determination.

84668.05 PRE-INTAKE PROCEDURES

(a) The facility shall develop, maintain, and implement pre-intake procedures which meet the requirements specified in this section.

(b) Prior to accepting a child transfering from a previous placement, the facility shall collaborate with the county placing agency to:

(1) Ensure reasonable efforts were made to place the child with a relative, tribal member, nonrelative extended family member, in a licensed, certified, approved or tribally approved foster home, resource family or a short term residential therapeutic program.

(2) Obtain information regarding prior placements and the reason(s) each placement was discontinued.

(3) Discuss the services that were provided to prevent removal of the child from his or her current living arrangement or placement.

(c) Information obtained regarding a child pursuant to this section shall be maintained in the child’s record.

84668.1 INTAKE PROCEDURES

(a) Sections 80068 and 84068.1 shall not apply.

(b) The licensee shall develop, maintain, and implement intake procedures which meet the requirements specified in this section,

(c) The licensee shall:

(1) Ensure that placement of the child in the facility shall not result in the facility exceeding its licensed capacity.

(2) Ensure that all placement agreements specify that the child's placement shall not exceed ten (10) calendar days.

(A) Such agreements shall be dated and signed, acknowledging the contents of the document, by the child if age and developmentally appropriate the child's authorized representative, and the licensee or the licensee's designated representative.

(3) Acquire necessary information from the county placing agency to conduct an individualized assessment of the child and the services needed to transition the child to his or her next placement.

(4) Assess whether the child may present a threat to self or to any other child in care, or whether the child may be at risk of harm from another child in care.

(5) Provide each child with a health, mental health, and developmental screening.

(6) Obtain from the child's authorized representative a list of the child's prior placements and residences, and the reasons why the child was removed from each living arrangement or placement.

(7) Request that the county placing agency convene a child and family team meeting within 4 days from the time of placement.

(A) If a child and family team meeting has occurred within the previous 30 days, requesting a child and family team within 4 days is not required.

(8) Ensure that a child and family team informs the continuing efforts to place the child in the most appropriate homelike setting possible.

84668.4 REMOVAL AND/OR DISCHARGE PROCEDURES

(a) Section 84068.4 shall not apply to temporary shelter care facilities.

(b) The licensee shall develop, maintain, and implement written policies and procedures governing a child's removal and/or planned discharge from the facility which meet the requirements specified in this section.

(1) A child and his or her authorized representative(s) shall receive a copy of such policies and procedures.

(2) Signed copies of such policies and procedures shall be maintained in the child's record, as specified in Section 84070.

(3) The licensee shall post these written policies and procedures in the facility.

(c) Upon identification of an appropriate placement that meets the individual needs of a child, the licensee shall ensure that the child is transferred to the placement in a timely manner.

(d) The licensee shall remove or discharge a child when the child:

(1) The child is placed in an approved or licensed home or facility.

(2) Is determined by a court to have committed an unlawful act and is committed to a secure facility;

(3) Requires physical health care in an acute care hospital; or

(4) Requires mental health services in an acute psychiatric hospital or community treatment facility.

(e) If it is determined that the child is to be removed or discharged from the facility for reasons other than the placement of the child in an approved or licensed home or facility, the reason for the child's removal or discharge shall be documented in the child's record.

(f) If a child is removed or discharged, the licensee shall include the date of and reason for transfer or removal in a child's record, in addition to the information specified in Section 84070.

84675 HEALTH-RELATED SERVICES

(a) In addition to 84075 the following shall apply.

(b) The licensee shall ensure that all prescribed medications, with the exception of contraceptives, are centrally stored, as provided in Section 80075.

(1) Licensees shall continue to ensure the health and safety of all children in the facility.

(A) The licensee shall provide the child with a locked container in which to store their contraceptives.

1. There shall be more than one key to the container. One key shall be given to the child and the others shall be kept by facility staff.

(c) Psychotropic medications shall be used only in accordance with the written directions of the physician prescribing the medication and as authorized by the juvenile court order or parental authorization form.

(d) The licensee shall provide an isolation room or area that shall be used where separation from others is required to prevent the spread of a communicable disease.

(e) For children 12 years of age or older, the licensee shall allow access and assist children in accessing age-appropriate, medically accurate information about reproductive health care, the prevention of unplanned pregnancy, and the prevention and treatment of sexually transmitted infections (STIs).

(1) A licensee may direct a child to reliable sources of information.

(2) A licensee shall not require a child to agree to practice abstinence.

ATTACHMENT S

CDSS
WILL LIGHTBOURNE
DIRECTOR

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

EDMUND G. BROWN JR.
GOVERNOR

July 17, 2015

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

Dear Mr. Ota:

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

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

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

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

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

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

1. That the CYC and YWC Operating Standards of the stipulated judgment shall contractually apply to any entity with which the County contracts for the provision of transitional shelter care services, except for physical plant requirements set forth in section 84087(a)(1) and (2), and section 84088(a)(1) and (2) of the Operating Standards that address unique structural conditions in the CWC and YWC, and section 84322(n) relating to security staff. The County and CDSS may revise the Operating Standards only upon mutual written agreement and, if necessary, written approval by the Superior Court.

2. Unless the County is a licensee or co-licensee of a transitional shelter care program that replaces the CWC and YWC, notwithstanding the absence of language in the Operating Standards authorizing CDSS to impose civil penalties for violations of law and violations of the Operating Standards, CDSS shall be authorized to impose upon any entity with which the County contracts civil penalties for violations of law and the Operating Standards. CDSS may unilaterally modify the Operating Standards to establish authority to impose civil penalties only to the extent necessary to conform to existing law.

3. If the entity with which the County contracts for the provision of transitional shelter care services to replace the CWC and the YWC provides care and supervision to non-transitional shelter care children, the entity shall not house transitional shelter care children with the entity's non-transitional shelter care residents, or comingle transitional shelter care children with the entity's non-transitional shelter care residents, without prior written approval from CDSS.

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

Sincerely,

DEBORAH PEARCE, Chief
Contracts and Purchasing Bureau

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

CDSS
WILL LIGHTBOURNE
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES

EDMUND G. BROWN JR.
GOVERNOR

June 22, 2018

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

Dear Mr. Ota:

SUBJECT: APPROVAL TO AMEND AND EXTEND TERM OF TSC CONTRACTS AND PROCURE BY NEGOTIATION ADDITIONAL TSCF CONTRACTS TO SERVE SPECIAL POPULATIONS

The Department reviewed your May 29, 2018 request for the Los Angeles County Department of Children and Family Services (DCFS) to amend the County's Transitional Shelter Care (TSC) contracts to change the licensing category from TSC to Temporary Shelter Care Facility (TSCF). Your letter also requests the term of the contracts be extended through December 31, 2021, with two optional one-year extension periods for a total of five years. Additionally, the letter requests approval to exercise procurement by negotiation to enter into additional TSCF contracts with licensed TSCF entities in order to serve children and youth within special populations. We are approving your request, subject to the conditions noted below.

In the letter you indicated the amendments to the TSC contracts are necessary to meet State requirements under Continuum of Care Reform (CCR) and noted that the County currently provides TSC services for children and youth awaiting placement. These centers were the subject of a stipulated judgment between CDSS and the County in *Lightbourne v. County of Los Angeles* (Super. Ct. L.A. County, 2015, No. BC580223), which requires the County to provide licensed 72-hour transitional shelter care facilities for specific populations of children. During this period, CDSS pursuant to CCR has created a new licensing category for TSCFs to provide temporary care for children awaiting placement.

The letter also included the allowance for DCFS to amend the contracts to convert its existing TSC facilities into TSCFs. Since your request is consistent with CCR and the intent of the stipulated judgment, we are approving your request to amend the existing TSC contracts.

The request letter also noted that the County's TSC contracts will expire on December 7, 2018, and requested that the terms be extended for three years through December 31, 2021, with two optional one-year extension periods for a total of five years. Under the Manual of Policies and Procedures (MPP) 23-621.1.15.152, CDSS reviews county requests for extended contract periods based on cost impact, overall benefit to the program, the impact on competition of the longer term, and conformity to state and federal procurement laws and regulations. In this instance the extended contract period would conform to the terms of the stipulated judgment and help facilitate the County's program goals. The five-year contract period would reduce procurement costs over the term and allow DCFS sufficient time to prepare a formal procurement before the contract periods expire. There does not appear to be a measureable impact on competition of the longer term. Therefore, we are approving your request for the extended terms, subject to the conditions noted below.

In your letter, you also requested that DCFS be allowed to procure by negotiation additional TSCF contracts with licensed TSCF entities as needed to serve children and youth within special populations for example:

a) LGBTQ youth (particularly transgender);
b) Youth with co-occurring substance abuse and mental health conditions;
c) Youth with developmental delays and mental health challenges;
d) Youth with medical challenges (e.g., diabetes, asthma and tube feeding);
e) Teens/non-minor dependent parents with babies/toddlers;
f) Non-minor dependents with complex needs (e.g., medical, developmental, or mental health needs);
g) Non-minor dependent males;
h) Commercially Sexually Exploited Children (CSEC).

Under MPP 23-650.1.18, county contracts may be negotiated without formal advertising subject to prior CDSS approval when necessary due to unique circumstances. In this instance the time projected to complete the traditional competitive bidding process would frustrate the County's intent to meet the requirements of the stipulated judgment. Using the procurement by negotiation process would better enable the County to obtain the services in a timely manner to serve children and youth within the special populations and align those contracts with the terms of the existing TSC contracts which DCSF intends to amend.

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

1. That CDSS approval is contingent upon the County's continued compliance with the terms of the Settlement Agreement of the matter of *Lightbourne v. County of Los Angeles*.

2. That the terms of the additional TSCF contracts with licensed TSCF entities align with the existing contracts which DCSF intends to amend. These additional TSCF contracts should have expiration dates of December 31, 2021, and may have two optional one-year extension periods.

3. That DCSF in the future conduct a competitive procurement with formal advertising pursuant to MPP 23-600 et seq., for TSCF contracts subject to this approval. We would recommend that DCSF initiate the procurement process at least six months prior to December 31, 2021, to allow sufficient time to complete a competitive procurement and minimize any risk of interruption of services.

If you have further questions or comments, please feel free to contact me at 916-654-4871 or Simone.Dumas@dss.ca.gov.

Sincerely,

Simone Dumas
Chief-Contracts and Purchasing Bureau

ATTACHMENT U

Temporary Shelter Care Facility Annual Expenditure Report

(For Los Angeles County DCFS)

Contractor: _____
Address: _____
_____
Telephone Number: _____
Contract Number: _____

Report Period: _____
Total Children Served for Report Period: _____
Contact Person: _____
Number of TSCF Sites Operated: _____

REVENUE AND EXPENDITURE SUMMARY

REVENUE GROUP				Total Revenue Received
1.DCFS REVENUE				
2. OTHER REVENUE:				
2a. Grants				
2b. Loans				
2c. Other Revenue				
TOTAL				
A. **Total DCFS Revenues** (L.A. Co. Children Only)			$	$
B. Allowable Direct Cost Expenditures				
1. Salaries & Employee Benefits				
1A. Salaries (List of Items on the budget)				
1B. Employee Benefits (Itemized Employee Benefit expenses)				
2. Services and Supplies				
2A. Office Supplies				
2B. Utilities Expense (List each category separately eg. Telephone, Gas, Electric, Water)				
2C. Facility Repairs and Maintenance				
2D. Mortgage Expense				
2E. Food Expense				
2F. Security Expense				
2G. Clothing Expense				
3. Financial Audit Costs				
4. Administration (Minus Admin. Salaries and Financial Audit Costs)				
5. Other Expense (not included above)				
Total Allowable Direct Cost Expenditures			**$**	**$**
Indirect Cost Expenditures				
C. Total Annual Expenditures			**$**	**$**
D. Total Unexpended Funds (Surplus/Deficit)				**$**
E. Total Accumulated Unexpended DCFS Funds (Add un-Expended funds from current Agreement and unexpended funds from previous COUNTY Transitional Shelter Care contract (if applicable)				**$**

I hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to Agency accounting records, and that all DCFS funds monies received for the purposes of this program were spent in accordance with the contract program requirements, the agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Chief Financial Officer/Controller's Signature: **Date:**

ATTACHMENT V

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractor acknowledges and certifies compliance with Section 64.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that vendor or a member of his staff performing work under the proposed Contract will be in compliance. Vendor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

ATTACHMENT W

CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy **5.200,** Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

			DOCUMENTATION AVAILABLE	
COMPLIANCE QUESTIONS	**YES**	**NO**	**YES**	**NO**
1). Will County data stored on your workstation(s) be encrypted?	☐	☐	☐	☐
2). Will County data stored on your laptop(s) be encrypted?	☐	☐	☐	☐
3). Will County data stored on removable media be encrypted?	☐	☐	☐	☐
4). Will County data be encrypted when transmitted?	☐	☐	☐	☐
5). Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	☐	☐	☐	☐
6). Will County data be stored on remote servers*?	☐	☐	☐	☐

**cloud storage, Software-as-a-Service or* SaaS

_____

Contractor Name

_____

Name of Authorized Person

_____

Authorized Person Official Title

_____

Authorized Person Official's Signature Date

ATTACHMENT X

FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

This certification is required by the regulations implementing Executive Order 1259, Debarment and Suspensions, 7 CFR Part 3017, 45 CFR Part 76 and 2CFR 200.212 Part C.

Contractor certifies to the best of its knowledge and belief that its principals or affiliates or sub-contractor utilized under this contract are not:

(a) Debarred or suspended from federal financial assistance programs and activities;
(b) Proposed for debarment;
(c) Declared ineligible or;
(d) Voluntarily excluded from participation in covered transactions by any federal department or agency.

I declare that the information herein is true and correct and that I am authorized to represent this company.

_____ _____
Signature of Authorized Person Date

_____
Name and Title of Authorized Person Responsible

ATTACHMENT Y

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV

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

Contractor shall complete all of the following information, sign where indicated below, and return this form with their Statement of Qualification.

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

_____YES (subject to verification by County) _____NO

B. Contractor is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

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

_____YES _____NO _____N/A (Program not available)

Contractor Organization: _____

Signature: _____

Print Name: _____

Title:_____ Date: _____

Telephone No.: _____ Fax No: _____

ATTACHMENT Z

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

_____

Contractor'sontractor Name

_____

Contractor'sontractor Official Title

_____

Official’s Signature

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Contractor certifies that:

1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

2) that all persons acting on behalf of the Contractor organization have and will comply with it during the Statement of Qualifications process; and

3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:_____ Date:_____

CONTRACT INVESTIGATION, MONITORING, AND AUDITREMEDIES AND PROCEDURES

These internal policies and procedures are attached to the Temporary Shelter Care Facility (TSCF) Contracts to inform CONTRACTORs of Department of Children and Family Services' (DCFS) investigation, monitoring, and audit remedies and procedures. These policies and procedures are subject to revision by DCFS, upon 30 days prior written notice to CONTRACTOR (which will not require a contract amendment), and DCFS may vary from these protocols and procedures when such variance is required to protect the health and safety of the children, except that all Do Not Refer (DNR) and Do Not Use (DNU) actions must be approved by DCFS' Director or his or her Deputy Director level designee. Such variance may not be arbitrary and capricious,unreasonable, or discriminatory.

DCFS are responsible for monitoring and investigating, as a whole, all facilities licensed by Community Care Licensing Division (CCLD) to provide out-of-home care when there are allegations of child abuse, neglect or exploitation, or for administrative, programmatic or fiscal non-compliance.

During the normal course of its compliance monitoring or as the result of an investigation, DCFS or may take action, when necessary, to protect placed children in these facilities, including requesting immediate corrective action, placing the CONTRACTOR on Hold, Administrative Hold, DNR, or DNU status. Staff may recommend a corrective action plan, Hold, Administrative Hold, DNR, or DNU Status, regardless of whether law enforcement or CCLD take similar action.

The County of Los Angeles Auditor-Controller is also responsible for completing fiscal review audits of CONTRACTORs. Fiscal review audit findings are not addressed in this Exhibit N, except to the extent discussed below or specifically referenced in other parts of the Contract. Nothing in this paragraph shall prevent the COUNTY from relying on the findings of the Auditor-Controller as a basis for imposing any of the Administrative Remedies provided below.

A. Administrative Remedies

DCFS may utilize one or more of the following actions in response to findings uncovered in the normal course of monitoring, as a result of investigations of abuse and neglect in out-of-home care, or in audits of program or fiscal contract requirements.

1. **Corrective Action Plan (CAP)** - When DCFS reasonably determines that a CONTRACTOR's noted non-compliance is correctable; a CAP shall serve as the CONTRACTOR's commitment to resolve noted areas or items of non-compliance.

2. **Administrative Hold** – After providing the CONTRACTOR with a 15 business day Notice of Intent to place CONTRACTOR on an Administrative Hold, if during which time the CONTRACTOR cannot demonstrate its resolution of the issues, COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on an Administrative Hold status, for up to a 45-day period. Administrative Holds are for administrative, programmatic, and fiscal non-compliance issues requiring immediate resolution that are not related to child safety.

   Limited to an additional 45 days, an Administrative Hold status may be extended for extenuating circumstances beyond the control of DCFS, with the understanding that the extension of the Administrative Hold status on a CONTRACTOR will require the approval of the Director or his Deputy Director level designee.

3. **Investigative Hold Status** - COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during an investigation, monitoring, or audit, when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors. Limited to an additional 45 days, a hold status may be extended for extenuating circumstances beyond the control of DCFS, with the understanding that the extension of Hold status on a CONTRACTOR will require the approval of the Director or his Deputy Director level designee. Hold Status may also be implemented when there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or non-compliance with a significant administrative, fiscal, or programmatic requirement of the Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part II, Section 71.0 of TSCF Contracts. A Hold request must be approved by a Division Chief, or Bureau Chief.

4. **Do Not Refer (DNR) Status** - DNR refers to the suspension of new DCFS placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize children; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of non-compliance with significant administrative, fiscal, or programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part II, Section 71.0 of TSCF Contracts, and as further described in Attachment BB. A DNR recommendation must be approved by a Deputy Director or a Deputy Chief.

5. **Do Not Use (DNU) Status** - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. DNU Status is used when COUNTY

reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize children; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of non-compliance with significant administrative, fiscal, or programmatic requirements of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Part II, Section 71.0 of TSCF Contracts, and as further described in Attachment BB. A DNU recommendation must be approved by a Deputy Director or a Deputy Chief.

6. **Termination Hold** - In the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur. A Termination Hold must be approved by a Division Chief or a Bureau Chief.

B. Corrective Action Plan (CAP) Procedures

1. Any verbal notice that is given to CONTRACTOR to make needed corrections, requested by DCFS, that requires immediate action to resolve child safety issues (including safety of Non-Minor Dependents) shall include specific due dates, not to exceed beyond three calendar days. DCFS will provide written confirmation of the requested corrective action within three business days.

2. Where immediate action is not required, CONTRACTOR shall submit CONTRACTOR's proposed CAP to DCFS within 30 calendar days from receipt of the written confirmation from DCFS (Contractor Notification Letter); the timeframe depends on the nature of the non-compliance. The CONTRACTOR's CAP is reviewed and approved by DCFS within 15 business days.

3. The CAP must address each finding made in the Contractor Notification Letter. An appropriate CAP identifies the noted non-compliance, includes a brief statement of the estimated root-cause and includes the detailed action that will be implemented to correct the noted non-compliance. This is followed by an explanation of how the corrective action will be implemented; an explanation of what actions will take place to ensure that the corrective action is maintained; and the CONTRACTOR's plan to prevent subsequent repeated instances of the same non-compliance or inappropriate action. The CAP should include the requisite timeframes necessary for full implementation and identify the title(s) of the CONTRACTOR's staff that will insure the corrective actions are implemented. The CAP should also include the CONTRACTOR's internal Quality Assurance or Continuous Improvement Process to allow for an appropriate adjustment of CONTRACTOR's policies, procedures as necessary and when the CONTRACTOR will complete its internal root-cause analysis as necessary.

A CAP addendum will be required if the CAP does not adequately address all issues.

4. DCFS will conduct follow-up to assess for implementation of CONTRACTOR's approved CAP. This may include where necessary, unannounced visits to the resource family approved home, the TSCF sites, and if necessary to other CONTRACTOR locations to verify the corrective action implementation. Once the corrective action has been completed and verified, the CONTRACTOR is notified in writing.

5. A Hold, DNR, or DNU Status may be imposed at the discretion of DCFS, if the requested corrective action is not implemented and maintained or if the CONTRACTOR does not submit an approved CAP or CAP addendum within the agreed-upon timeframes.

C. Administrative Hold Procedures

1. COUNTY will notify CONTRACTOR in writing via electronic mail 15 business days prior to the effective date of DCFS intention to place CONTRACTOR on an Administrative Hold for Administrative reasons not related to child safety. The COUNTY will notify the CONTRACTOR by phone call prior to sending out the Notice of Intent letter to place the CONTRACTOR on Administrative Hold.

2. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.

3. During the Review Conference, the CONTRACTOR will meet with the Departments' representative at the Children's Administrator III, Assistant Regional Administrator, or higher level, other COUNTY (DCFS and Auditor-Controller) Departmental staff, or CCLD to discuss the investigative or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of the date of the Contractor's Notification Letter of placement on Hold, DNR, or DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances. One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

4. Based on the reason (i.e., Fiscal, Contractual, Programmatic), an appropriate designated middle management level staff will conduct the Review Conference. DCFS and CONTRACTOR will have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. The authorization or the approval must be in writing from the Court. DCFS will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

5. Consistent with the informal and non-adversarial atmosphere of the Review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS, Auditor-Controller, or CCLD personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

6. The Children's Administrator III, Assistant Regional Administrator, Director, or higher level staff will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 15 business days of the Review Conference.

7. Hold, DNR, or DNU Status may be lifted at any time that DCFS obtains information which leads them to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold, DNR, or DNU Status no longer applies, DCFS shall act as expeditiously as possible to remove CONTRACTOR from such status.

D. Investigative Hold, Do Not Refer (DNR), and Do Not Use (DNU) Procedures

1. COUNTY will notify CONTRACTOR in writing via electronic mail within 72 hours of DCFS decision to place CONTRACTOR on an Investigative Hold, Hold, DNR, or DNU for reasons related to child safety. The COUNTY will notify the CONTRACTOR by phone call prior to sending out the written notice of placement on an Investigative Hold, Hold, DNR, or DNU. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold, DNR, or DNU Status. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by

the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.

2. The Contractor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.

3. During the Review Conference, the CONTRACTOR will meet with the Departments' representative at the Children's Administrator III, Assistant Regional Administrator, other COUNTY (DCFS and Auditor-Controller) Departmental staff, or CCLD to discuss the investigative or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of the date of the Contractor's Notification Letter of placement on Hold, DNR, or DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances. One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

4. Based on the reason (i.e., Fiscal, Contractual, Programmatic), an appropriate designated middle management level staff will conduct the Review Conference. DCFS and CONTRACTOR will have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. The authorization or the approval must be in writing from the Court. DCFS will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

5. Consistent with the informal and non-adversarial atmosphere of the Review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS, Auditor-Controller, or CCLD personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

6. The Children's Administrator III, Assistant Regional Administrator, or higher

level staff will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 72 hours of the Review Conference.

7. Hold, DNR, or DNU Status may be lifted at any time that DCFS obtains information which leads them to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold, DNR, or DNU Status no longer applies, DCFS shall act as expeditiously as possible to remove CONTRACTOR from such status.

Revised 1/9/2018

ATTACHMENT CC

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

TEMPORARY SHELTER CARE FACILITY (TSCF)
STAKEHOLDER COMMENT FORM

_____

Name of Prospective Contractor / Interested Stakeholder

Please mark "X" for either the TSCF Contract or TSCF Statement of Work (SOW), list the exact Part, Section, and Subsection numbers of the TSCF Contract or TSCF SOW, copy the respective language from the TSCF Contract or TSCF SOW and provide your comment or question in the appropriate column. Please add additional rows if needed.

(Sample entry provided in blue text below.)

#	TSCF Contract	TSCF SOW	Part, Section, Subsection Number	Language	Comment / Question
e.g.	*X*		*Part I: Unique Terms and Conditions, Section 2.0 Term, Subsection 2.4*	*2.4 The CONTRACTOR shall notify COUNTY when this Contract is within six (6) months of the expiration of the term. Upon occurrence of this event, the CONTRACTOR shall send written notification to COUNTY Program Manager.*	*What is the address of the County Program Manager?*
e.g.		*X*	*Part A: Introduction, Section 2.0 Overview, Subsection 2.5, Exhibit A-7, Foster Youth Bill of Rights, Section II, The right to adequate living conditions, Subsection 7*	*Exhibit A-7, Foster Youth Bill of Rights: Subsection 7. Residents who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.*	*Will a doctor's note be provided for special dietary needs?*
1					
2					
3					
4					
5					
6					
7					

TEMPORARY SHELTER CARE FACILITY (TSCF)
STAKEHOLDER COMMENT FORM

#	TSCF Contract	TSCF SOW	Part, Section, Subsection Number	Language	Comment / Question
8					
9					
10					
11					
12					