



DEPARTMENT OF CHILDREN AND FAMILY SERVICES

**REQUEST FOR STATEMENTS OF QUALIFICATIONS
(RFSQ)**

#21-0072

FOR

EMERGENCY SHELTER CARE SERVICES

Prepared By
County of Los Angeles

TABLE OF CONTENTS

| <u>PARAGRAPH</u> | <u>PAGE</u> |
|---|--------------------|
| 1 SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS | 1 |
| 2 GENERAL INFORMATION..... | 4 |
| 2.1 Introduction..... | 4 |
| 2.2 Scope of Work..... | 4 |
| 2.3 Overview of Solicitation Document..... | 5 |
| 2.4 Terms and Definitions..... | 6 |
| 2.5 Contracting Process..... | 6 |
| 2.6 Contract Term..... | 6 |
| 2.7 Contract Rates..... | 7 |
| 3 PROPOSER’S MINIMUM REQUIREMENTS | 7 |
| 4 COUNTY’S RIGHTS AND RESPONSIBILITIES | 8 |
| 4.1 Representations Made Prior to Contract Execution..... | 8 |
| 4.2 County’s Right to Amend Request for Statements of Qualifications (RFSQ) | 8 |
| 4.3 County Option to Reject Statements of Qualifications (SOQs) | 8 |
| 4.4 Background and Security Investigations | 8 |
| 5 NOTIFICATION TO LICENSED RESOURCE PARENT (S)..... | 8 |
| 5.1 Notice to Licensed Resource Parent(s) Concerning the Public Records Act..... | 8 |
| 5.2 Contact with County Personnel..... | 9 |
| 5.3 Mandatory Requirement to Register on County’s WebVen | 9 |
| 5.4 Protest Process | 9 |
| 5.5 Conflict of Interest..... | 10 |
| 5.6 Determination of Contractor Responsibility..... | 10 |
| 5.7 Contractor Debarment and Contractor Alert Reporting Database (CARD)..... | 11 |
| 5.8 Gratuities | 11 |
| 5.9 Notice to Contractors Regarding the County Lobbyist Ordinance | 12 |
| 5.10 Consideration of GAIN/GROW <u>GAIN/START</u> Participants for Employment..... | 12 |
| 5.11 Jury Service Program | 13 |
| 5.12 Intentionally Omitted | 13 |

TABLE OF CONTENTS

| <u>PARAGRAPH</u> | <u>PAGE</u> |
|---|--------------------|
| 5.13 Intentionally Omitted | 13 |
| 5.14 Defaulted Property Tax Reduction Program | 13 |
| 5.15 Contractor’s Acknowledgement of County’s Commitment to Zero Tolerance Policy on Human Trafficking | 14 |
| 5.16 Intentionally Omitted | 14 |
| 5.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT) | 14 |
| 5.18 Intentionally Omitted | 15 |
| 5.19 Prohibition from Participation in Future Solicitation(s)..... | 15 |
| 5.20 Intentionally Omitted | 15 |
| 5.21 Intentionally Omitted | 15 |
| 5.22 <u>Contribution and Agent Declaration</u>..... | 15 |
| 6 INTENTIONALLY OMITTED..... | 16 |
| 7 STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS..... | 16 |
| 7.1 Truth and Accuracy of Representations | 16 |
| 7.2 RFSQ Timetable | 16 |
| 7.3 Proposers’ Questions..... | 16 |
| 7.4 Intentionally Omitted | 17 |
| 7.5 Preparation and Format of the SOQ..... | 17 |
| 7.6 SOQ Submission | 19 |
| 7.7 Acceptance of Terms and Conditions of the Contract | 19 |
| 8 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS..... | 19 |
| 8.1 Review Process | 19 |
| 8.2 Selection/Qualification Process..... | 20 |
| 8.3 Contract Awards | 21 |
| 9 PROTEST PROCESS OVERVIEW..... | 21 |
| 9.1 Solicitation Requirements Review | 21 |
| 9.2 Disqualification Review | 22 |

TABLE OF CONTENTS

PARAGRAPH

APPENDICES

- A. **Sample Contract:** Identifies the terms and conditions in the contract.
- B. **Required Forms:** Forms that must be completed and included in the proposal.
- C. **Transmittal to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.

1 SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS

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| RFSQ Release Date | August 1 , 2023 |
| Request for a Solicitation Requirements Review Due | August 15, 2023 |
| Written Questions Due This RFSQ is open continuous through September 30, 2028. Therefore, questions will be accepted on an ongoing basis through September 30, 2028. | August 14, 2023 by 5:00 P.M. (Pacific Daylight Savings Time) |
| Questions and Answers Released via Addendum | On or about September 28, 2023 |
| SOQs Due This RFSQ is open continuous through September 30, 2028. Therefore, SOQs will be accepted on an ongoing basis through September 30, 2028. | October 20, 2023 by 12:00 P.M. through September 30, 2028 by 12:00 P.M. |
| Anticipated Contract Term | April 1, 2024 through March 31, 2025, with an option to extend for four (4) additional one (1) year periods from April 1, 2025 through March 31, 2029. |
| Minimum Requirements | <p>Any interested and qualified proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Appendix A, Sample Contract, Standard Exhibit A, Statement of Work, are invited to submit a Statement of Qualifications, provided they meet the following mandatory requirements:</p> <ol style="list-style-type: none"> 1. Prospective Proposer must possess a valid certification for a resource family home approved by the County. 2. Prospective Proposer must have a minimum of six months experience, within the past two years, providing direct care |

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| | <p>services to foster youth.</p> <ol style="list-style-type: none">3. Prospective Proposer must not have any substantiated, open non-compliance findings, or investigations with any County, State, Federal, or out-of-state government agency that remain unresolved. The Prospective Proposer must disclose any such non-compliance findings or investigations that can be construed as being unresolved.4. Prospective Proposer must not be on “Do Not Use” or a “Hold” with an adverse status with Los Angeles County or any other county.5. Prospective Proposer must not operate a child daycare service within the same physical structure or on the same property where ESC services are provided, and is willing to certify to that affect.6. Prospective Proposer must pass and submit a home-visit evaluation and participate in an orientation prior to placement of any child or youth.7. Prospective Proposer does not have unresolved questioned costs identified by the Auditor-Controller, if licensed resource parent(s) compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of |
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| | disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. |
| RFSQ Contact | Contract Analyst, Joan Arcilla, via email: ArcilJ@dcfs.lacounty.gov |

2 GENERAL INFORMATION

2.1 Introduction

The Los Angeles County Department of Children and Family Services (DCFS) is issuing this Request for Statement of Qualifications (RFSQ) to solicit interested and qualified licensed resource parent(s) to provide short-term, emergency shelter to children who are in need of safe and temporary shelter. The Emergency Shelter Care (ESC) services will be provided to children between the ages of 0-17, sibling groups, teen mothers with infants, and non-minor dependents (NMDs).

Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and will not be deemed or construed to define, limit, extend, or otherwise describe the scope or any provision of this solicitation.

2.2 Scope of Work

The County of Los Angeles Department of Children and Family Services is seeking qualified licensed resource parent(s) to enter into contracts with the County to provide short-term, emergency shelter to children who are in need of safe and temporary shelter.

- 2.2.1 Contractors must implement the requirements outlined in Appendix A, Sample Contract, Standard Exhibit A, Statement of Work, of this RFSQ.
- 2.2.2 The selected ESC Contractors must maintain the agreed number of vacant beds on a 24 hours a day, 7 days a week basis for emergency placement of referred ESC children. ESC Contractors must respond within two (2) hours to all calls for available beds for placement, including calls received after normal business hours, and during weekends and holidays.
- 2.2.3 Once an ESC Child is placed in an available bed, the ESC Contractors will ensure the safety and well-being of the child as required by the most current Resource Family Approval (RFA) Written Directives.
- 2.2.4 Each ESC Contractor must certify they will maintain the confidentiality of all foster youth records and information, in accordance with all applicable laws pertaining to confidentiality, as specified in Appendix A, Sample Contract, Contractor Acknowledgement and Confidentiality Agreement, Exhibit F, of this RFSQ.
- 2.2.5 The ESC Program anticipates a need for available beds in the following regions:
 - North Region:** SPA 1 (Lancaster, Palmdale) and SPA 2 (Santa Clarita, Van Nuys, West San Fernando Valley);
 - East Region:** SPA 3 (Pasadena, Covina, and Pomona) and SPA 4 (Metro Los Angeles, West Los Angeles);

- West Region:** SPA 5 (West Los Angeles) and SPA 6 (Vermont Corridor, Compton/Carson);
- South Region:** SPA 7 (Santa Fe Springs and Belvedere) and SPA 8 (Torrance, South County).

2.2.6 Service Capacity and Compensation

2.2.6.1 Bed Availability Rate

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

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| <i>The County will pay:</i> |
| \$400 per month for each bed held available for Children Ages 0-17 and NMDs |
| \$400 per month for each bed held available for Sibling Groups, Ages 0-17 (A 2-bed minimum is required) |
| \$600 per month for each set consisting of <u>one bed and one crib</u> held available for a teen mother and her Infant |

2.2.6.2 Foster Care Placement Rate

When an ESC Child is placed in the ESC Contractor’s available bed, the Bed Availability Rate will continue, and the ESC Contractor will receive additional compensation at the Aid to Families with Dependent Children-Foster Care (AFDC-FC) Specialized Care Rate (SCR) category for foster children, depending on the ESC Child’s category, for the number of days the ESC Child remains in the ESC Contractor’s home.

2.2.6.3 Payment

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

If a bed vacancy exceeds 60 days, County Program Manager (CPM) reserves the right to withhold Bed Availability payment and place the bed “off-call” status until a placement is secured.

2.3 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ):

- 2.3.1** Specifies the Proposer’s minimum qualifications, provides information regarding the requirements of the Contract and the solicitation process.

- 2.3.2 Contains instructions to Proposers regarding how to prepare and submit their Statement of Qualifications (SOQ).
- 2.3.3 Explains how the SOQ will be reviewed, selected and qualified.
- 2.3.4 The following Appendices are included in the RFSQ:
 - A. **Sample Contract:** Identifies the terms and conditions in the contract.
 - B. **Required Forms:** Forms that must be completed and included in the proposal.
 - C. **Transmittal to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.

2.4 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, a description of specific definitions can be found in Appendix A, Sample Contract, Section 2, Definitions, and Appendix A, Sample Contract, Exhibit A, Statement of Work, Section 3, Definitions.

2.5 Contracting Process

The objective of this RFSQ process is to secure one or more qualified licensed resource parents to provide short-term, emergency shelter to children who are in need of safe and temporary shelter. Specific tasks, deliverables, etc. will be described in Appendix A, Sample Contract, Exhibit A, Statement of Work.

- 2.5.1 Contracts will be executed with all qualified licensed resource parent(s) determined to meet the Minimum Requirements specified in this RFSQ, Section 1, Solicitation Information and Minimum Requirements.
- 2.5.2 Upon the Department's execution of these contracts, the qualified licensed resource parent(s) will become County Contractor(s) to provide needed, short-term, emergency shelter to children who are in need of safe and temporary shelter under contracts to be issued by County. Payment is specified on the Pricing Schedule, Exhibit 7 (Required Forms). The execution of a contract does not guarantee a Contractor any minimum amount of business.

2.6 Contract Term

The term will be one year with four one-year renewal options for a total of five years. The Contract is scheduled to commence on or about April 1, 2024, or after approval by the County's Board of Supervisors, whichever is later. All renewal options are subject to the funding approval and will be renewed at the sole discretion of the County. The County will solely determine whether or not to enter into any contract as a result of this RFSQ and SOQ evaluation, and the start date may vary. All Contracts resulting from subsequent submission periods will align its contract term to correspond with the initial contract end date of March 31, 2025. Contracts may be terminated earlier at the sole discretion of the County.

County will be continuously accepting SOQs throughout the duration of the RFSQ to qualify licensed resource parents. The contract will become effective upon the date of its execution by the Director of DCFS, or his designee, and expire March 31, 2029, unless sooner extended or terminated.

2.7 Contract Rates

- 2.7.1** The Contract Rates will remain firm and fixed for the term of the contract.
- 2.7.2** The Maximum Annual Contract Amount for ESC services is \$400,000 financed with 85 percent Federal funds and 15 percent Net County Cost. County DCFS will only award as many Contracts as needed to provide services in each region specified in Section 2.2.5 of this ESC RFSQ.

3 PROPOSER'S MINIMUM REQUIREMENTS

Interested and qualified Proposers that meet the Minimum Requirements stated below are invited to submit an SOQ.

- 3.1** Prospective Proposer must possess a valid resource family home approved by the County.
- 3.2** Prospective Proposer must have a minimum of six (6) months experience, within the past two (2) years, providing direct care services to foster youth.
- 3.3** Prospective Proposer must not have any substantiated or open non-compliance findings or investigations with any County, State, Federal, or out-of-state government agency that remain unresolved. The prospective Contractor must disclose any such non-compliance findings or investigations that can be construed as being unresolved.
- 3.4** Prospective Proposer must not be on "Do Not Use" or a "Hold" with an adverse status with Los Angeles County or any other county.
- 3.5** Prospective Proposer must not operate a child daycare service within the same physical structure or on the same property where ESC services are provided, and is willing to certify to that affect.
- 3.6** Prospective Proposer must pass and submit a home-visit evaluation and participate in an orientation prior to placement of any child or youth.
- 3.7** Prospective Proposer does not have unresolved questioned costs identified by the Auditor-Controller, if licensed resource parent(s) compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten (10) years, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six (6) months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

4 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

The County is not responsible for representations made by any of its officers or employees prior to the execution of the contract unless such understanding or representation is included in the contract.

4.2 County's Right to Amend Request for Statements of Qualifications (RFSQ)

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.3 County Option to Reject Statements of Qualifications (SOQs)

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County will not be liable for any cost incurred by a licensed resource parent(s) in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

4.4 Background and Security Investigations

Background and security investigations of licensed resource parent(s) are required at the discretion of the County as a condition of beginning and continuing work under any resulting agreement. The cost of background checks is the responsibility of the Proposer.

5 NOTIFICATION TO LICENSED RESOURCE PARENT(S)

5.1 Notice to Licensed Resource Parent(s) Concerning the Public Records Act

5.1.1 Responses to this RFSQ will become the exclusive property of the County. At such time as when Department recommends the qualified resource parent(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

5.1.2 The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or

otherwise by law. A blanket statement of confidentiality or the marking of each page of the SOQ as confidential will not be deemed sufficient notice of exception. The Proposer must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

5.2 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and e-mailed to:

Joan Arcilla, Contract Analyst
ArcilJ@dcs.lacounty.gov

If it is discovered that a Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

5.3 Mandatory Requirement to Register on County's WebVen

Prior to executing a Contract, all potential Contractors must register in the County's WebVen. The WebVen contains the Proposer'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://camisvr.co.la.ca.us/webven/>.

5.4 Protest Process

5.4.1 Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 5.4.3 below. Additionally, any actual Proposer may request a review of a disqualification under such a solicitation, as described in the Sections below.

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

5.4.3 Grounds for Review

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

5.4.3.1 Solicitation Requirements Review (Referenced in Section 9.1)

5.4.3.2 Disqualification Review (Referenced in Section 9.2)

5.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

5.6 Determination of Contractor Responsibility

5.6.1 A responsible Contractor is a Contractor 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.

5.6.2 Contractors are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the Contractor is responsible based on a review of the Contractor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Contractor against public entities. Labor law violations which are the fault of the subcontractors and of which the Contractor had no knowledge will not be the basis of a determination that the Contractor is not responsible.

5.6.3 The County may declare a Contractor to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

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

5.6.6 These terms will also apply to proposed subcontractors of Contractors on County contracts.

5.7 Contractor Debarment and Contractor Alert Reporting Database (CARD)

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

5.7.2 These terms will also apply to proposed subcontractors of Contractors on County contracts.

5.7.3 A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

5.7.4 The County maintains databases, such as CARD, 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.

5.8 Gratuities

5.8.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Contractor with the implication, suggestion or statement that the Contractor's provision of the consideration may secure more favorable treatment for the Contractor in the award of a Contract or that the Contractor's failure to provide such

consideration may negatively affect the County's consideration of the Contractor's submission. A Contractor must not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Contract.

5.8.2 Contractor Notification to County

A Contractor must immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Contractor's submission being eliminated from consideration.

5.8.3 Form of Improper Consideration

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

5.9 Notice to Contractors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in [County Code Chapter 2.160](#). In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Contractor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by [Los Angeles County Code Section 2.160.010](#), retained by the Contractor is in full compliance with [Chapter 2.160 of the Los Angeles County Code](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

5.10 Consideration of ~~GAIN/GROW~~ ~~GAIN/START~~ Participants for Employment

5.10.1 As a threshold requirement for consideration of a Contract, Contractors must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\)](#) or [General Relief Opportunity for Work \(GROW\) Programs Skills and Training to Achieve Readiness for Tomorrow \(START\)](#) or must attest to a willingness to consider ~~GAIN/GROW~~ ~~GAIN/START~~ participants for any future employment openings if they meet the minimum qualifications for that opening. Contractors must attest to a willingness to provide employed ~~GAIN/GROW~~ ~~GAIN/START~~

participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

- 5.10.2 Contractors who are unable to meet this requirement will not be considered for a Contract. Contractors must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their SOQ.

5.11 Jury Service Program

- 5.11.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective Contractors should carefully review Section 8.7 (Compliance with the County's Jury Service Program) of Appendix A (Sample Contract), which is incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors.

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

- 5.11.2 Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Certification of Compliance, Exhibit 2 (Required Forms). If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Certification of Compliance, Exhibit 2, Appendix B (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.12 Intentionally Omitted

5.13 Intentionally Omitted

5.14 Defaulted Property Tax Reduction Program

- 5.14.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") ([Los Angeles County Code, Chapter 2.206](#)). Prospective Contractors should reference the pertinent provisions of Appendix A (Sample Contract), Sections 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

- 5.14.2 Contractors will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain

compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor ([Los Angeles County Code, Chapter 2.202](#)).

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

5.15 Contractor’s Acknowledgement of County’s Commitment to Zero Tolerance Policy on Human Trafficking

5.15.1 On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits Contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

5.15.2 Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County’s Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.54 (Compliance with County’s Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

5.16 Intentionally Omitted

5.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

5.17.1 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.17.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and Contractor 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.

5.17.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will

supersede this requirement with respect to those payments.

5.17.4 Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

5.18 Intentionally Omitted

5.19 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

5.20 Intentionally Omitted

5.21 Intentionally Omitted

5.22 Contribution and Agent Declaration

Government Code Section 84308 requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Prospective Co-Proposers must complete and return as part of the Statement of Qualifications (SOQ), the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Proposers are further advised that they and their Prospective Co-Proposers must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the SOQ is submitted, and as requested at any time by the County prior to contract award. Failure by the Proposer or any Prospective Co-Proposer(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Proposer or any Prospective Co-Proposer(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the SOQ from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Proposers and their Prospective Co-Proposers are prohibited under Government Code Section 84308 from making a contribution of more than \$250 to a County officer for twelve

(12) months after the date a final decision is made in the contract proceeding involving this solicitation.

6 INTENTIONALLY OMITTED

7 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their Statement of Qualifications (SOQ).

7.1 Truth and Accuracy of Representations

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

7.2 RFSQ Timetable

The timetable for this RFSQ is as follows:

| EVENT | DATE/TIME |
|---|---|
| Release of RFSQ | August 1 , 2023 |
| Request for a Solicitation Requirements Review Due | August 15, 2023 |
| Written Questions Due This RFSQ is open continuous through September 30, 2028. Therefore, questions will be accepted on an ongoing basis through September 30, 2028. | August 14, 2023 by 5:00 P.M. (Pacific Daylight Savings Time) |
| Questions and Answers Released | On or about September 28, 2023 |
| SOQ Due This RFSQ is open continuous through September 30, 2028. Therefore, SOQs will be accepted on an ongoing basis through September 30, 2028. | October 20, 2023 by 12:00 P.M. through September 30, 2028 by 12:00 P.M. |

7.3 Proposers' Questions

7.3.1 Proposers may submit written questions regarding this RFSQ by e-mail

to Contract Analyst, Joan Arcilla, at ArcilJ@dcfs.lacounty.gov . All questions must be received by **August 14, 2023 by 5:00 P.M. (Pacific Daylight Savings Time)**. All questions, without identifying the submitting Proposer, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

7.3.2 When submitting questions, please specify the RFSQ Section number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

7.4 Intentionally Omitted

7.5 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

The content and sequence of the SOQ must be as follows:

- 1) Proposer's Qualifications (Section A) (Proposer's Organization Questionnaire/Affidavit)
- 2) Required Forms (Section B)
- ~~3) Proof of Insurability (Section C)~~
- 4) 3) Proof of Licenses (Section D C)

7.5.1 Proposer's Qualifications (Section A)

Demonstrate that the Proposer's organization has the experience to perform the required services. The following sections must be included:

7.5.1.1 Proposer's Background and Experience (Section A.1)

The Proposer must complete, sign and date Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) as set forth in Appendix B (Required Forms). The person signing the form must be authorized to sign on behalf of the Proposer and to bind the Proposer in a Contract. Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum qualifications stated in Section 3 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

Taking into account the structure of the Proposer's organization, Proposer must determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional

documentation regarding the Proposer's business organization and authority of individuals to sign contracts.

If the below referenced documents are not available at the time of SOQ submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

7.5.1.2 Proposer's Pending Litigation and Judgments (Section A.3)

The County will conduct a review of vendor's pending litigation and judgements. Proposer must identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Additionally, Proposer must provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

7.5.2 Required Forms (Section B)

Include all forms identified in Appendix B (Required Forms).

- Exhibit 1 Proposer's Organization Questionnaire/Affidavit
- Exhibit 2 Certification of Compliance
- Exhibit 3 Prospective Proposer's Information and Questionnaire
- Exhibit 4 Proposer's Debarment History and List of Terminated Contracts
- Exhibit 5 Declaration
- Exhibit 6 Minimum Requirements
- Exhibit 7 Pricing Schedule
- Exhibit 8 Line Item Budget

[Exhibit 9 Contribution and Agent Declaration Form](#)

7.5.3 Proof of Licenses (Section C)

Prospective Proposer must furnish a copy of all applicable licenses:

- a) Resource Family Home License issued by the California Department of Social Services (CDSS), CCLD; and
- ~~b) Resource Family Approval issued by the County; and,~~
- ~~e)-b) California Driver's License.~~

7.6 SOQ Submission

SOQs must be submitted as follows:

The original must be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and reference the solicitation as follows:

“SOQ FOR EMERGENCY SHELTER CARE (ESC) SERVICES”

The SOQ and any related information must be delivered or emailed to:

Department of Children and Family Services
9320 Telstar Avenue, Suite 216
El Monte, CA 91731

Attention: Emergency Shelter Care

Email: DCFSEPU@dcfs.lacounty.gov

And copy Joan Arcilla, Contract Analyst at the following email address:

Email: ArcilJ@dcfs.lacounty.gov

It is the sole responsibility of the submitting Proposer to ensure that its SOQ is received before the submission deadline identified in Section 7.2. Submitting Proposers will bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail.

All SOQs will be firm offers and may not be withdrawn for a period of **thirty (30)** days following the last day to submit SOQs.

7.7 Acceptance of Terms and Conditions of the Contract

Proposers understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix A (Sample Contract).

8 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

8.1 Review Process

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

8.1.1 Adherence to Minimum Qualifications

County will review Exhibit 6, Minimum Requirements (of Appendix B, Required Forms), and determine if the Proposer meets the minimum qualifications as outlined in Section 3 of this RFSQ.

Failure of the Proposer to comply with the minimum qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

If the SOQ is determined not to comply with the minimum qualifications or is disqualified, the Proposer may submit a new SOQ for consideration within the open continuous period through **September 30, 2028 by 5:00 P.M.**

8.1.2. Proposer's Qualification (Section A)

County's review will include the following:

8.1.2.1 Proposer's Background and Experience as provided in Section A.1 of the SOQ as stated in Section 7.5.1.1 of this RFSQ.

8.1.2.2 A review to determine the magnitude of any pending litigation or judgements against the Proposer as provided in Section A.3.

8.1.3 Required Forms

All forms listed in Section 7.5.2 (Required Forms) must be included in Section B of the SOQ.

Exhibit 1 Proposer's Organization Questionnaire/Affidavit

Exhibit 2 Certification of Compliance

Exhibit 3 Prospective Proposer's Information and Questionnaire

Exhibit 4 Proposer's Debarment History and List of Terminated Contracts

Exhibit 5 Declaration

Exhibit 6 Minimum Requirements

Exhibit 7 Pricing Schedule

Exhibit 8 Line Item Budget

Exhibit 9 Contribution and Agent Declaration Form

8.1.4 Proof of Licenses

Prospective Proposer must furnish a copy of all applicable licenses:

a) Resource Family Home License issued by the California Department of Social Services (CDSS), CCLD; and

~~b) Resource Family Approval issued by the County; and,~~

e) b) California Driver's License.

8.2 Selection/Qualification Process

The Department will generally select Proposers that have experience in providing a broad range of ESC services.

8.2.1 The review and evaluation process of the SOQ consists of two phases based on the order received determined by date and time.

8.2.2 The first phase consists of a pass/fail home evaluation, review and confirmation of proof of licensing, and a review of records for

substantiated, open non-compliance findings, or investigations with any County, State, Federal, or out-of-state government agency by the County Program Manager or designated staff. SOQs that pass the first phase will be submitted by the County Program Manager to the Contract Analyst for the second phase of review. County Program Manager will only recommend as many Prospective Proposers as needed to provide service in each region.

- 8.2.3** The second phase consists of a pass/fail Responsiveness and Responsibility Review of the SOQ to confirm Minimum Qualifications are met and to confirm Required Forms are completed.
- 8.2.4** At any time, a SOQ may be found to be non-responsive, and a Prospective Proposer may be found to be non-responsible, and such SOQs and/or Prospective Proposers may be disqualified.
- 8.2.5** Prospective Proposers whose SOQs have been determined to meet the requirements of this RFSQ, as needed to provide service in each region, will be recommended for a contract.
- 8.2.6** Prospective Proposers who are recommended for a contract award are subject to the approval of the Board of Supervisors for execution of a contract.

8.3 Contract Awards

Proposers who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may not be recommended for a Contract if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Contract. Only when all such matters have been demonstrated to the Department's satisfaction can a Proposer, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Contract.

The Department will execute Board of Supervisors-authorized Contracts with each selected Proposer. All Proposers will be informed of the final selections.

9 PROTEST PROCESS OVERVIEW

9.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Transmittal Form to Request a Solicitation Requirements Review) to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

- 9.1.1** The request for a Solicitation Requirements Review is made within the time frame identified in the solicitation document by **August 15, 2023**.
- 9.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;

- 9.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.1.4** The request asserts that either:
 - 9.1.4.1** application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - 9.1.4.2** due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposer.

The Solicitation Requirements Review will be completed and the Department's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

9.2 Disqualification Review

An SOQ may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that an SOQ is disqualified due to non-responsiveness, the Department will notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 9.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 9.2.2** The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review must be completed and the determination will be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

APPENDIX A

SAMPLE CONTRACT



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

EMERGENCY SHELTER CARE SERVICES

Federal Funding Assistance Number 93.658

TABLE OF CONTENTS

| PARAGRAPH | PAGE |
|---|-------------|
| RECITALS | 1 |
| 1 APPLICABLE DOCUMENTS | 2 |
| 2 DEFINITIONS | 2 |
| 2.1 Standard Definitions..... | 2 |
| 3 WORK | 3 |
| 4 TERM OF CONTRACT | 4 |
| 5 CONTRACT SUM | 4 |
| 5.1 Total Contract Sum..... | 4 |
| 5.2 Written Approval for Reimbursement | 4 |
| 5.3 Notification of 75% of Total Contract Sum | 4 |
| 5.4 No Payment for Services Provided Following Expiration- Termination of Contract..... | 5 |
| 5.5 Invoices and Payments..... | 5 |
| 5.6 Intentionally Omitted | 6 |
| 5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer..... | 6 |
| 6 ADMINISTRATION OF CONTRACT - COUNTY | 7 |
| 6.1 County Administration..... | 7 |
| 6.2 County Program Director | 7 |
| 6.3 County Program Manager..... | 7 |
| 6.4 County Contract Program Monitor..... | 7 |
| 7 ADMINISTRATION OF CONTRACT - CONTRACTOR | 8 |
| 7.1 Contractor Administration..... | 8 |
| 7.2 Contractor's Project Program Manager | 8 |
| 7.3 Approval of Contractor's Staff | 8 |
| 7.4 Intentionally Omitted | 8 |
| 7.5 Background and Security Investigations | 8 |
| 7.6 Confidentiality | 9 |
| <u>7.7 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.....</u> | <u>10</u> |

TABLE OF CONTENTS

| <u>PARAGRAPH</u> | <u>PAGE</u> |
|---|-------------|
| 8 STANDARD TERMS AND CONDITIONS..... | 10 |
| 8.1 Amendments | 10 |
| 8.2 Intentionally Omitted | 10 |
| 8.3 Authorization Warranty | 10 |
| 8.4 Budget Reductions | 10 |
| 8.5 Complaints | 11 |
| 8.6 Compliance with Applicable Law | 11 |
| 8.7 Compliance with Civil Rights Laws..... | 12 |
| 8.8 Compliance with the County’s Jury Service Program | 12 |
| 8.9 Conflict of Interest..... | 14 |
| 8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List | 14 |
| 8.11 Consideration of Hiring GAIN-GROW <u>GAIN/START</u> Participants..... | 15 |
| 8.12 Contractor Responsibility and Debarment..... | 15 |
| 8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law | 17 |
| 8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program..... | 17 |
| 8.15 County’s Quality Assurance Plan | 18 |
| 8.16 Damage to County Facilities, Buildings or Grounds..... | 18 |
| 8.17 Employment Eligibility Verification..... | 18 |
| 8.18 Counterparts and Electronic Signatures and Representations..... | 19 |
| 8.19 Fair Labor Standards | 19 |
| 8.20 Force Majeure | 19 |
| 8.21 Governing Law, Jurisdiction, and Venue | 20 |
| 8.22 Independent Contractor Status | 20 |
| 8.23 Intentionally Omitted | 21 |
| 8.24 Intentionally Omitted | 21 |
| 8.25 Intentionally Omitted | 21 |
| 8.26 Liquidated Damages..... | 21 |

TABLE OF CONTENTS

| <u>PARAGRAPH</u> | <u>PAGE</u> |
|--|-------------|
| 8.27 Most Favored Public Entity | 22 |
| 8.28 Nondiscrimination and Affirmative Action | 22 |
| 8.29 Non Exclusivity | 23 |
| 8.30 Notice of Delays..... | 24 |
| 8.31 Notice of Disputes..... | 24 |
| 8.32 Notice to Employees Regarding the Federal Earned Income Credit | 24 |
| 8.33 Notice to Employees Regarding the Safely Surrendered Baby Law..... | 24 |
| 8.34 Notices | 24 |
| 8.35 Prohibition Against Inducement or Persuasion..... | 24 |
| 8.36 Public Records Act..... | 25 |
| 8.37 Publicity | 25 |
| 8.38 Record Retention and Inspection-Audit Settlement | 26 |
| 8.39 Recycled Bond Paper | 27 |
| 8.40 Subcontracting..... | 27 |
| 8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program | 27 |
| 8.42 Termination for Convenience | 27 |
| 8.43 Termination for Default | 28 |
| 8.44 Termination for Improper Consideration | 29 |
| 8.45 Termination for Insolvency | 29 |
| 8.46 Termination for Non-Adherence of County Lobbyist Ordinance | 30 |
| 8.47 Termination for Non-Appropriation of Funds..... | 30 |
| 8.48 Validity | 30 |
| 8.49 Waiver | 30 |
| 8.50 Warranty Against Contingent Fees..... | 31 |
| 8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program..... | 31 |
| 8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program | 31 |
| 8.53 Time Off for Voting..... | 31 |

TABLE OF CONTENTS

| <u>PARAGRAPH</u> | | <u>PAGE</u> |
|--------------------------|---|-------------|
| 8.54 | Compliance with County’s Zero Tolerance Policy on Human Trafficking | 32 |
| 8.55 | Intentionally Omitted | 32 |
| 8.56 | Intentionally Omitted | 32 |
| 8.57 | Compliance with the County Policy of Equity | 32 |
| 8.58 | Prohibition from Participation in Future Solicitation(s)..... | 32 |
| 8.59 | Injury and Illness Prevention Program..... | 32 |
| 9 | UNIQUE TERMS AND CONDITIONS | 33 |
| 9.1 | Child Abuse Prevention Reporting | 33 |
| 9.2 | Conduct of Program..... | 33 |
| 9.3 | Contractor Alert Reporting Database (CARD) | 33 |
| 9.4 | Shred Documents | 34 |
| 9.5 | State Energy Conservation Plan | 34 |
| 9.6 | Use of Funds | 34 |
| 10 | SURVIVAL | 34 |
| STANDARD EXHIBITS | | |
| A | Statement of Work and Attachments | |
| B | Pricing Schedule | |
| C | Line Item Budget | |
| D | County’s Administration | |
| E | Contractor’s Administration | |
| F | Contractor Acknowledgement and Confidentiality Agreement | |
| G | Safely Surrendered Baby Law | |

Sample Contract

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
EMERGENCY SHELTER CARE SERVICES**

This Contract ("Contract") made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as "Contractor". _____ is located at _____.

RECITALS

WHEREAS, pursuant to California Government Code Sections 26227, 31000 and 53703, the County may contract with private providers for Emergency Shelter Care Services when certain requirements are met; and

WHEREAS, the County may contract with private provider specializing in providing Emergency Shelter Care Services when certain requirements are met; and

WHEREAS, the Contractor is a private provider specializing in providing Emergency Shelter Care Services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A through G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

| | |
|-----------|--|
| Exhibit A | Statement of Work and Attachments |
| Exhibit B | Pricing Schedule |
| Exhibit C | Line Item Budget |
| Exhibit D | County's Administration |
| Exhibit E | Contractor's Administration |
| Exhibit F | Contractor Acknowledgement and Confidentiality Agreement |
| Exhibit G | Safely Surrendered Baby Law |

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 Contract: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.1.2 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

- 2.1.3 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.4 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.5 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.6 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.7 County Program Manager:** Person designated by the County Program Director to manage the operations under this contract.
- 2.1.8 County Contract Program Monitor:** Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.9 County Program Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's **Project Program Manager**.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Contractor's **Project Program Manager**:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the County.

4 TERM OF CONTRACT

4.1 The term of this Contract will be one (1) year commencing after execution by the Department of Children and Family Services Director or designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for up to four (4) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Department of Children and Family Services (DCFS) Department Head, or designee as authorized by the Board of Supervisors.

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

4.3 The Contractor must notify DCFS when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to DCFS at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The initial one-year Maximum Contract sum is \$____, for the period of _____, 2024 through _____, 2025.

5.2 Written Approval for Reimbursement

The Contractor will not 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, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to DCFS at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor will have no claim against the County for 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 it must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1** The Contractor must invoice the County, using Technical Exhibit A-3 (ESC Contractor's Invoice), only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, Technical Exhibit A-3 (ESC Contractor's Invoice), which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Schedule) and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work. Exhibit C (Line Item Budget) will accompany Exhibit B (Pricing Schedule) and must be approved by County Program Manager or designee. Exhibit C (Line Item Budget) must contain the Contractor's proposed monthly expenses to provide Emergency Shelter Care (ESC) services.
- 5.5.2** The Contractor's invoices, Technical Exhibit A-3 (ESC Contractor's Invoice), must be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3** The Contractor's invoices, Technical Exhibit A-3 (ESC Contractor's Invoice), must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4** The Contractor must submit the monthly invoices, Technical Exhibit A-3 (ESC Contractor's Invoice), to the County by the 15th calendar day of the month following the month of service.
- 5.5.5** All invoices, Technical Exhibit A-3 (ESC Contractor's Invoice), under this Contract must be submitted in two (2) copies to the following address:

County of Los Angeles
Department of Children and Family Services
Fiscal Operations Division
510 South Vermont Avenue, 14th Floor
Los Angeles, CA 90020
Attention: Accounting Services Section

AND a copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Emergency Shelter Care Services
9320 Telstar Ave, Suite 216
El Monte, CA 91731
Attention: ESC County Program Manager
Email: DCFS-ESC-Invoicing@dcfs.lacounty.gov

5.5.6 County Approval of Invoices

All invoices, Technical Exhibit A-3 (ESC Contractor's Invoice), submitted by the Contractor for payment must have the written approval of the County's Program Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Intentionally Omitted

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.7.1 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor must 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.

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

- 5.7.4** 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), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County Program Director

The role of the County Program Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** 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, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County Program Manager

The role of the County Program Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's **Project Program** Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.3** 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.

6.4 County Contract Program Monitor

The role of the County Contract Program Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County Contract Program Monitor reports to the County Program

Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Program Manager

7.2.1 The Contractor's Project Program Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Program Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with the County Program Manager and County Contract Program Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Intentionally Omitted

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

7.5.2 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 must 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.

7.5.3 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.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must 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.

7.6.2 Contractor must 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 Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

7.7 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Co-contractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor and by DCFS Department Head, or designee.

8.1.2 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 must be prepared and executed by the contractor and by DCFS Department Head or designee.

8.1.3 The DCFS Department Head, or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the contractor and by DCFS Department Head or designee.

8.2 Intentionally Omitted

8.3 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.

8.4 Budget Reductions

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 will also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- 8.5.1.1** Within five (5) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The contractor must preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within three (3) business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses must be sent to the County's **Project Program** Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1** In the performance of this Contract, contractor must 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.

- 8.6.2** Contractor must 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 Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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.

8.7 Compliance with Civil Rights Laws

The 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 will, 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. Additionally, contractor certifies to the County:

- 8.7.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 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](#).

8.8.2 Written Employee Jury Service Policy

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

8.8.2.2 For purposes of this paragraph, "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 twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

8.8.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will

have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

8.8.2.4 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 and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment 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 must 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.

8.11 Consideration of Hiring ~~GAIN-GROW~~ GAIN/START Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will 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) Skills and Training to Achieve Readiness for Tomorrow (START)~~ Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the contractor will interview qualified candidates. The County will refer ~~GAIN-GROW~~ GAIN/START participants by job category to the contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified ~~GAIN/GROW~~ GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and ~~GAIN/GROW~~ GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor 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.

8.12.2 Chapter 2.202 of the County Code

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 (5) 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.

8.12.3 Non-responsible contractor

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.

8.12.4 Contractor Hearing Board

8.12.4.1 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.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 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.

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

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

8.12.5 Subcontractors of Contractor

No performance of this Contract or any portion thereof may be subcontracted by the Contractor.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (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. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>,

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

8.14.1 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.

- 8.14.2** 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 will during the term of this Contract, maintain 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 will 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).

8.15 County's Quality Assurance Plan

- 8.15.1** The County or its agent(s) will monitor the 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 the 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 the 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.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1** The contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2** If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1** The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the 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. The contractor must 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. The contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor must 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 any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

8.19 Fair Labor Standards

The contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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.

8.20 Force Majeure

8.20.1 Neither party will 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 paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will 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 will 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 subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 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.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will 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 will be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor will 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 will 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.

8.22.3 The 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 will 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.

8.22.4 The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Intentionally Omitted

8.24 Intentionally Omitted

8.25 Intentionally Omitted

8.26 Liquidated Damages

8.26.1 If, in the judgment of the DCFS Department Head, or designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DCFS Department Head, or 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 DCFS Department Head, or designee, in a written notice describing the reasons for said action.

8.26.2 If the DCFS Department Head, or designee, determines that there are deficiencies in the performance of this Contract that the DCFS Department Head, or designee, deems are correctable by the contractor over a certain time span, the DCFS Department Head, or 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 Department Head, or 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 one hundred dollars (\$100) per day per infraction. Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) upon giving a five (5) day 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.

8.26.3 The action noted in Paragraph 8.26.2 must 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.

8.26.4 This Paragraph must 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 Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 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 must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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.

8.28.2 Contractor certifies to the County each of the following:

8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.28.3 The contractor must 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 must 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.

- 8.28.4** The 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.
- 8.28.5** The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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.
- 8.28.6** The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend 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 and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, 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.

8.29 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the contractor. This Contract will not restrict County from

acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 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 must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The contractor must bring to the attention of the County Program Manager and/or County Program Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County Program Manager or County Program Director is not able to resolve the dispute, the DCFS Department Head, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The DCFS Department Head, or designee, will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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.

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section ~~6250~~ 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will 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 issued by a court of competent jurisdiction.

8.36.2 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 SOQ 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.

8.37 Publicity

8.37.1 The contractor must 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 will not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor will not, and will 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 Program Director. The County will not unreasonably withhold written consent.

8.37.2 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 Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must 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, will 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, will be kept and maintained by the contractor and will 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 must 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 will 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.
- 8.38.2** 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 must 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 will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3.** Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3** 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 must 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 will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond 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.

8.40 Subcontracting

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

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will 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 ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

8.42.1 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 will be effected by notice of termination to the 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 will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor must:

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

8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract must be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's **Project Program** Director:

8.43.1.1 Contractor has materially breached this Contract; **or**

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; **or**

8.43.1.3 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.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 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 will 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 paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the 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 will be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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.

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

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor will be deemed to

be insolvent if it has ceased to pay its debts for at least sixty (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;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 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 will not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will 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 will not

be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The 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.

8.50.2 For breach of this warranty, the County will 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.

8.51 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 contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.52 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 Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

The contractor must notify its employees and must 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 ten (10) days before every statewide election, every contractor and subcontractors must 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](#).

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges 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 will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Intentionally Omitted

8.57 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.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's

regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

9 UNIQUE TERMS AND CONDITIONS

9.1 Child Abuse Prevention Reporting

9.1.1 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.

9.1.2 Contractor must 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 will include:

9.1.2.1 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.

9.1.2.2 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.

9.1.2.3 The assurance that all employees of Contractor understand that the safety of the child is always the first priority.

9.2 Conduct of Program

Contractor must abide by all terms and conditions imposed and required by this Contract and will 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, will be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

9.3 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.

9.4 Shred Documents

9.4.1 Contractor must 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.

9.4.2 Documents for record and retention purposes in accordance with Subsection 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

9.5 State Energy Conservation Plan

Contractor must be in compliance with the mandatory standards and policies relating to energy efficiency in the State Conservation Plan (Title 24, California Administrative Code), Section 306 of the Federal Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33USC 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

9.6 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 must pay to County the full amount of Contractor's liability for such audit exceptions, as determined by DCFS, upon demand by County.

10 SURVIVAL

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 must pay to County the full amount of Contractor's liability for such audit exceptions, as determined by DCFS, upon demand by County.

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions must survive the expiration or termination of this Agreement for any reason:

- Paragraph 1 (Applicable Documents)
- Paragraph 2 (Definitions)
- Paragraph 3 (Work)

| | |
|----------------|--|
| Paragraph 5.4 | (No Payment for Services Provided Following Expiration/ Termination of Agreement) |
| Paragraph 7.6 | (Confidentiality) |
| Paragraph 8.1 | (Amendments) |
| Paragraph 8.6 | (Compliance with Applicable Law) |
| Paragraph 8.19 | (Fair Labor Standards) |
| Paragraph 8.20 | (Force Majeure) |
| Paragraph 8.21 | (Governing Law, Jurisdiction, and Venue) |
| Paragraph 8.26 | (Liquidated Damages) |
| Paragraph 8.34 | (Notices) |
| Paragraph 8.38 | (Record Retention and Inspection/Audit Settlement) |
| Paragraph 8.42 | (Termination for Convenience) |
| Paragraph 8.43 | (Termination for Default) |
| Paragraph 8.48 | (Validity) |
| Paragraph 8.49 | (Wavier) |
| Paragraph 8.58 | (Prohibition from Participation in Future Solicitation(s)) |
| Paragraph 10 | (Survival) |

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

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

COUNTY OF LOS ANGELES

By _____
BRANDON T. NICHOLS, DIRECTOR
Department of Children and Family Services

CONTRACTOR

By _____

Name _____
Approved Resource Family Parent

By _____

Name _____
Approved Resource Family Co-Parent

Social Security Number (Last four digits)

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
DAWYN R. HARRISON, COUNTY COUNSEL

By _____
David Beaudet, Senior Deputy County Counsel

County of Los Angeles
Department of Children and Family Services

APPENDIX A - EXHIBIT A

STATEMENT OF WORK

EMERGENCY SHELTER CARE SERVICES

TABLE OF CONTENT

| | |
|--|-----------|
| PREAMBLE | 3 |
| PART A – PROGRAM DESCRIPTION | 4 |
| 1.0 OVERVIEW | 4 |
| 2.0 DCFS PRIORITIES FOR ESC CHILDREN | 4 |
| 3.0 DEFINITIONS | 5 |
| PART B – TARGET POPULATION | 6 |
| 4.0 CHILDREN AND YOUTH RECEIVING SERVICES | 6 |
| PART C – COUNTY’S RESPONSIBILITIES | 7 |
| 5.0 COUNTY PROGRAM MANAGER..... | 7 |
| 6.0 MONITORING | 8 |
| 7.0 REFERRAL TO THE ESC PROGRAM..... | 8 |
| PART D – CONTRACTOR’S RESPONSIBILITIES | 8 |
| 8.0 CONTRACTOR’S GENERAL RESPONSIBILITIES | 8 |
| 9.0 SCOPE OF WORK..... | 10 |

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 a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence 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 three Goals of the County's Strategic Plans: 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.

PART A: PROGRAM DESCRIPTION

1.0 OVERVIEW

- 1.1 The County of Los Angeles Emergency Shelter Care (ESC) program promotes temporary emergency shelter to children under the jurisdiction of the Department of Children and Family Services (DCFS). The program serves children 0-17 years old, non-minor dependents (NMDs), 18-20 years old, and pregnant and parenting teens and their children. The Contractor provides services to ESC Children up to 14 days or less.
- 1.2 Contractor must maintain the agreed number of beds unoccupied for the selected bed placement category listed in Exhibit B, Pricing Schedule, on a 24 hours a day, 7 days a week basis. Contractor must provide a safe and caring temporary placement.
- 1.3 Contractor must reserve a bed for each ESC Child, to keep them safe and comfortable. Once the ESC Child is in the Contractor's home, the Contractor must provide for the ESC Child's basic needs.
- 1.4 Contractor must adhere to providing services described in Technical Exhibit A-8, Foster Youth Bill of Rights.

2.0 DCFS PRIORITIES FOR ESC CHILDREN

- 2.1 DCFS has established the following priorities for the children in its care: (1) Safety, (2) Permanency, and (3) Access to effective and caring services for Well-Being.
 - 2.1.1 The ESC program is a time-limited placement of up to 14 days; therefore, the Permanency factor is not measured.
- 2.2 **Safety:** Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwillingness or inability to meet the Child's needs). The Performance Measure Summary and services tasks addressing this priority are found in Part D Sub-section 9.9, of this Statement of Work (SOW).
- 2.3 **Access to effective caring services for Well-Being:** It is the County's goal to ensure placed children/youth services as identified through the Child and Family Team to improve their level of functioning in the areas of education/career planning, emancipation preparation, physical, behavioral, social and emotional well-being and self-sufficiency. The Performance Requirements Summary and service tasks addressing this priority are found in Part D, Section 9.0 Scope of Work, Sub-section 9.10 of this SOW.

3.0 DEFINITIONS

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

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

infant, or sibling group, ages 0-17, placed by the County and receiving services from the Contractor pursuant to this Contract.

- 3.10 **Investigative Hold** – a temporary suspension of referrals of children to a Contractor by placing the Contractor on an Investigative Hold at any time during an investigation. An Investigative Hold Status is used when County reasonably believes, in its sole discretion, based upon prima facie evidence, that the Contractor has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the Contractor in issues of abuse or neglect; there is a serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Agreement for which the Contractor fails to take corrective action (when appropriate).
- 3.11 **Off-Call** – a request from the Contractor to take some time off due to personal reasons, and no children will be placed in the Contractor’s home. Contractor must not receive any monetary compensation for the days that the Contractor has requested the time.
- 3.12 **Non-Minor Dependent (NMD)** – a foster child who is at least 18 years of age and not more than 21 years of age, or a non-minor former dependent or ward, as defined in Welfare and Institutions Code section 114400.
- 3.13 **Specialized Care Rate (SCR)** - an enhanced rate to pay for the additional daily care of children with special health care or serious emotional and behavioral needs.
- 3.14 **Alternative Caregiver** – a person who is at least 18 years of age and provides alternative care for a foster child in either their home or the home of the caregiver as defined in Welfare and Institutions Code section 16501.02 (a) (2).

PART B – TARGET POPULATION

4.0 CHILDREN AND YOUTH RECEIVING SERVICES

- 4.1 The target population receiving ESC services are:
 - 4.1.1 Children, ages 0-17 years old, non-minor dependents (NMDs), 18-20 years old, and pregnant and parenting teens and their children, who are in need of a temporary shelter and are under the care and supervision of DCFS.
- 4.2 A child that is placed in the Contractor’s residence has multiple unmet needs for stability, continuity, emotional support, nurturing and performance. Many children have had a history of ESC placements. Further, many of these

children have a significant history of multiple placement failures, unresolved emotional trauma and behavioral problems, including defiant and delinquent conduct.

PART C – COUNTY’S RESPONSIBILITIES

5.0 COUNTY PROGRAM MANAGER

5.1 The County must designate a CPM, who will be responsible for administering this Contract and the daily management of this Contract’s operations, and for the oversight of monitoring activities, compliance with the requirements of the Contract and the delivery of services.

5.2 The CPM for daily management of Contract operation is:

County Program Manager
Department of Children and Family Services
Emergency Shelter Care Program
9320 Telstar Avenue, Suite 216
El Monte, CA 91731
DCFSEPU@dcfs.lacounty.gov

5.3 The CPM must have a designee who acts on behalf of the CPM, in their absence. The CPM and designee are identified in County’s Administration, Exhibit D of the Contract.

5.4 Overall project coordination between the Contractor and County must be through the CPM and the Contractor.

5.5 The CPM must have full authority to monitor Contractor’s performance in the day-to-day operation of this Contract and providing technical guidance to ensure the Contractor meets or exceeds program objectives and requirements.

5.6 The CPM must provide direction to Contractor in areas relating to DCFS policy, information, and procedural requirements.

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

5.8 The CPM or designee must collaborate with the assigned case carrying CSW, to ensure the CSW contacts the Contractor within 7 days of the ESC Child’s placement to find out the well-being of the ESC Child.

6.0 MONITORING

- 6.1 The County will have the right, including but not limited to monitor, review, and audit a Contractor for compliance with this Contract, SOW, and all applicable laws and regulations pertaining to the licensed foster home or resource family home.
- 6.2 The County will have the right to monitor the ESC-Resource Family Homes (RFH) as follows:
 - a) Compliance with the current Resource Family Approval Written Directives
 - b) Site inspections based on Title XXII Regulations;
 - c) Interview of the children that are placed;
 - d) Review of the Contractor's training hours; and
 - e) A review of any complaints filed by Community Care Licensing Division (CCLD) or DCFS.

7.0 REFERRAL TO THE ESC PROGRAM

- 7.1 Contractor must receive referrals and accept ESC children referred for placement from the CPM or designee 24 hours a day, 7 days a week, including weekends and holidays.
- 7.2 The selected ESC Contractors will be required to maintain the agreed number of vacant beds on a 24-hour, 7 days-a-week basis for emergency placement of referred ESC Children. ESC Contractors must respond within two (2) hours to all calls for available beds for placement, including calls received after normal business hours, and during weekends and holidays.

PART D - CONTRACTOR'S RESPONSIBILITIES

8.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 8.1 Contractor must have and maintain during the term of this Contract, a valid resource family home license issued by the CDSS, CCLD or a Resource Family Approval issued by the County, and must conform to all applicable regulations, foster care standards, and the Written Directives as established by CDSS, CCLD, and DCFS.
- 8.2 Contractor must be in good standing with CDSS, CCLD and DCFS and must not be on "Do Not Refer," "Do Not Use," or "Investigative Hold."
- 8.3 Contractor must notify ESC when considering accepting a child of any Aid to

Families with Dependent Children-Foster Care (AFDC-FC) Specialized Care Rate (SCR) category foster children. An SCR is an enhanced rate to pay for the additional daily care of children with special health care or serious emotional and behavioral needs.

- 8.4 Contractor must provide the CPM with a list of all individuals residing in the home. If individuals leave from or move into the home, the Contractor must provide the CPM with an updated list by the end of the business week, after the household composition change occurs.
- 8.5 Contractor must provide the CPM with copies of driver's licenses for each individual who may provide transportation to the ESC Children.
- 8.6 Contractor must not operate a child daycare business within the same physical structure or on the same property where ESC Services are being provided.
- 8.7 Contractor must not schedule or conduct any meetings or negotiations under this Contract on behalf of the County.
- 8.8 Contractor must notify the CPM within 24 hours if any changes are made in the number of beds available in the Contractor's resource family home. Such changes are subject to the approval of the CPM or designee.
- 8.9 Contractor must notify the CPM in writing at least 30 days in advance to request to terminate the contract using Technical Exhibit A-5, Termination of Emergency Shelter Care Services contract. Failure to do so will constitute a breach of contract.
- 8.10 Contractor must notify the CPM in writing at least 14 days in advance to request to be "Off-Call" (due to: personal, medical, vacation, etc.), using Technical Exhibit A-6, "Request for Time Off." Failure to do so will constitute a breach of contract.
- 8.11 The Contractor must comply with the County's monitoring of the following:
 - a) Compliance with the current Resource Family Approval Written Directives
 - b) Site inspections based on Title XXII Regulations;
 - c) Interview of the children that are placed;
 - d) Review of the Contractor's training hours; and
 - e) A review of any complaints filed by Community Care Licensing Division (CCLD) or DCFS.

8.12 Contractor must notify the CSW and the CPM of a change of address at

least 10 days prior to moving to a new address.

- 8.13 Contractor must complete a new home evaluation, prior to the placement of children in the home, if the home address changes.

8.13.1 The new home must be approved and the Resource Family Home Approval certificate must reflect the new address prior to a child being placed in the home.

- 8.14 Contractor must notify the CSW and the CPM as soon as possible and at least 30 days prior to relocating if Contractor plans a change of address while a child is placed in the home.

8.14.1 If a home evaluation is not completed prior to the address change, the child must be placed in another approved location by the County.

9.0 SCOPE OF WORK

9.1 WELCOMING EMERGENCY SHELTER CARE CHILDREN

- 9.1.1 Once the Contract commences, the Contractor must: (1) welcome and accept ESC Children referred by DCFS 24 hours a day, 7 days a week, including weekends and holidays; and (2) provide ESC Children temporary home with a bed, meals, and general care for their protection and comfort.
- 9.1.2 Contractor must make the number of beds specified in the Contract, Exhibit B, Pricing Schedule, available 24 hours a day, 7 days a week. Contractor must not exceed Contractor's ESC capacity.
- 9.1.3 The CPM or designee must have sole authority and discretion for the assessment of children in determining which children will be placed in the Contractor's home.
- 9.1.4 Contractor must accept all DCFS referred ESC Children and must not refuse any such referrals unless exceptional conditions apply. Exceptional conditions may include, but are not limited to:
- 9.1.4.1 Residency in the Contractor's home will endanger the ESC Child, other children in the home, and/or the safety of all ESC Children, children and family in the home; Children that have been identified as appropriate for placement in a Community Treatment Facility (CTF), Group Home (GH)

Level 14, Short Term Residential. Therapeutic Program (STRTP), and Intensive Services Foster Care (ISFC). WIC 601/602, fire setters, or sexual perpetrators must not be placed in the Contractor's home;

9.1.4.2 Contractor's home is on official "Do Not refer," "Do Not Use," "Investigative Hold" status, and/or "Off-Call";

9.1.4.3 Contractor is not presented with appropriate documentation (placement packets) at the time of placement of a ESC Child;

9.1.4.4 The Contractor is on a leave of absence; and

9.1.4.5 The Contractor's ESC Contract has been terminated.

9.1.5 Contractor must not accept DCFS referred ESC Children while the Contractor's home is under investigation or on an investigative hold.

9.1.6 DCFS preference is to limit the length of stay of an ESC Child's placement in Contractor's home to less than 14 days; however, due to court proceedings and other scheduling factors, DCFS may extend the length of stay of an ESC Child beyond the 14-day limit with the consent of the Contractor.

9.2 FOSTER YOUTH BILL OF RIGHTS AND SUPERVISION

9.2.1 Contractor must comply with the regulations of the Foster Youth Bill of Rights stated in Technical Exhibit A-8 to ensure child safety, the safety of others, and the Contractor's role as a licensed foster parent or approved resource family.

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

9.3 REMOVAL OF CHILDREN AND YOUTH

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

9.4 CONTRACTOR'S REPORTING PROCEDURES

- 9.4.1 Contractor must immediately report by telephone to CPM or designee any change in the approved resource family home capacity within 24 hours of such changes. The telephone numbers and email addresses for reporting are listed in Technical Exhibit A- 4 (ESC Reporting Procedures). The Monthly ESC Duty Calendar will be provided by CPM or designee by the 5th calendar day of each month.
- 9.4.2 Contractor must notify the CPM or designee by telephone, as specified in Technical Exhibit A-4 (ESC Reporting Procedures), of all unoccupied beds within two hours of the bed becoming available. Any available bed listed on the approved ESC Services Capacity Agreement, not occupied by an ESC Child, is considered to be vacant. Failure to report vacancies is a violation of this Contract and is subject to remedial action, including, but not limited to a Corrective Action Plan (CAP) and/or termination of this Contract.
- 9.4.3 Contractor must notify the CPM or designee by telephone, as specified in Technical Exhibit A-4 (ESC Reporting Procedures), within 24 hours, from when the Contractor first learns that the beds are unavailable for reasons, which include, but are not limited to: foreclosure, fire, disaster, civil unrest, or loss of Foster Home License or Resource Family Approval.
- 9.4.4 Contractor must report within 24 hours to CPM or designee by telephone, as specified in Technical Exhibit A-4 (ESC Reporting Procedures), any discussion between Contractor and CSW regarding possible extension of an ESC Child's stay beyond 14- day limit.
- 9.4.5 Contractor must notify the CPM or designee (by telephone) on the 7th day of any ESC Child's continuous placement, to ensure a case conference occurs with the CPM as described in Section 5.8 in this SOW.
- 9.4.6 Contractor must verbally notify the CSW within four (4) hours when the ESC Child is missing or their whereabouts are not known. If it is during after hours, Contractor must notify the DCFS Hotline at (800) 540- 4000 that the ESC Child is missing.
- 9.4.7 Contractor must report to CPM or designee, as specified in Technical Exhibit A-4 (ESC Reporting Procedures), any significant event or incident pertaining to an ESC Child as described in the Written Directives, Section 11-06, which can be found at:

9.5 CONTRACTOR'S COMMUNICATION PROCEDURES

- 9.5.1 Contractor must maintain direct communication with the CPM or designee by telephone. Contractor must at all times have a telephone in working order and must also maintain a back-up telephone number or alternate means of communication.
- 9.5.2 Contractor must notify the CPM or designee of any failure or non-service of their telephone, or change in telephone number within 24 hours.
- 9.5.3 Contractor must be responsive to return any calls made by County regarding any placed ESC Child within two (2) hours.
- 9.5.4 Contractor must maintain frequent communications with the CPM or designee, including but not limited to, telephone communication, and meetings, as specified herein and as required by the County.
- 9.5.5 Failure to comply with services in subsections 9.5.1 to 9.5.4 is a violation of this Contract and is subject to remedial action, including, but not limited to a CAP and/or termination of this Contract.

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

- 9.6.1 Contractor is entitled to time off without compensation. A Request for Time Off, Technical Exhibit A-6, must be completed for vacation, time off and/or any other reasons.
 - 9.6.1.1 Contractor must submit a written Request for Time Off to the CPM at least 14 days prior to the requested time off starting date.
- 9.6.2 Contractor must not be paid for services under this Contract while the Contractor is on a "Do Not Refer," "Do Not Use," "Investigative Hold," and/or "Off-Call" status.

9.7 CONTRACTOR TRAINING REQUIREMENTS

- 9.7.1 Contractor must comply with the required number of hours of training as described in the Written Directives Section 8-01, which can be found at:

9.7.2 Contractor who intends to accept placement of SCR Children in their home must obtain and maintain the required training certification.

9.8 CONTRACTOR'S COMPENSATION

9.8.1 Bed Availability Rate

Contractor must make available the number of beds for the bed placement category specified in Exhibit B, Pricing Schedule, of the Contract. Contractor must maintain the availability of these beds, on a 24 hours a day, 7 days a week basis, until placement occurs. Contractor must be compensated the rates specified in Exhibit B, Pricing Schedule, of the Contract. All rates must be calculated on a pro rata basis.

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

| |
|--|
| <i>The County will pay:</i> |
| \$400 per month for each bed held available for Children Ages 0-17 and NMDs |
| \$400 per month for each bed held available for Sibling Groups, Ages 0-17 (A 2-bed minimum is required) |
| \$600 per month for each set consisting of <u>one bed and one crib</u> held available for a teen mother and her Infant |

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

9.8.2 Placement Rate

Upon placement of an ESC Child in Contractor's home, Contractor must continue to receive the monthly Bed Availability Rate as specified in Subsection 9.8.1 and additional compensation equal to the AFDC-FC rate, depending on the ESC Child's assessment, for the days the ESC Child remains in the Contractor's home. Rates must be prorated for periods of less than a month. Placements must be listed and tracked on Technical Exhibit A-7 (ESC Services Control Log).

9.8.3 Invoices

The Contractor must prepare invoices, Technical Exhibit A-3 (ESC

Contractor's Invoice) of Exhibit A (Statement of Work), in accordance with Paragraph 5.5 (Invoices and Payments) of this Contract. Technical Exhibit A-7 (ESC Services Control Log) must be submitted with Technical Exhibit A-3 (ESC Contractor's Invoice).

9.9 PERFORMANCE MEASURE SUMMARY & GOALS

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

9.10 PERFORMANCE REQUIREMENTS SUMMARY

- 9.10.1 Contractor must meet or exceed the Performance Standards described in Technical Exhibit A-2, Performance Requirements Summary.
- 9.10.2 DCFS will monitor Contractor's performance in accordance with the requirements specified in Technical Exhibit A-2, Performance Requirements Summary.

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

County of Los Angeles
Department of Children and Family Services

APPENDIX A

STATEMENT OF WORK EXHIBITS

EMERGENCY SHELTER CARE SERVICES

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

PROGRAM: Emergency Shelter Care (ESC) Services

PROGRAM TARGET GROUPS: Children placed in ESC Services

PROGRAM GOALS AND OUTCOME:

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

| COUNTY'S OUTCOME INDICATORS | METHOD OF DATA COLLECTION | PERFORMANCE TARGETS |
|---|---|--|
| ESC Children are placed in a safe nurturing home environment free of abuse and neglect by other children, family members and/or Contractor. | Bi-annual home evaluations and any additional Home visits by ESC staff CWS/CMS ESC Child's Case File | 100% of ESC Children are free of substantiated allegations of abuse and neglect by other children, family members and/or Contractor. |
| Contractor must ensure that Children are free from Child-to-Child injuries. | Community Care Licensing (CCL) Citations Event or Incident Notification/Reports | 100% of ESC Children are free of substantiated reports of child-to-child injuries. |
| Contractor must ensure that their home is safe and free of physical plant deficiencies. | Bi-annual home evaluations and any additional Home Visit by ESC staff CCL Citation Event or Incident Notification and Reports | 100% correction of safety and physical plant deficiencies in the time specified by the County. |

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

PROGRAM: ESC Services

PROGRAM TARGET GROUPS: Children placed in ESC Services

PROGRAM GOALS AND OUTCOME:

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

| COUNTY'S OUTCOME INDICATORS | METHOD OF DATA COLLECTION | OUTCOME TARGETS |
|--|---|--|
| <p>Improve the level of functioning of ESC children placed in Contractor's home.</p> | <p>Bi-annual home evaluations and any additional Home Visit by ESC staff ESC Child's Case File</p> | <p>100% of ESC children will acquire and use age appropriate skills to gain positive social emotional skills including social relationships.</p> |

**TECHNICAL EXHIBIT A-2: PERFORMANCE
REQUIREMENTS SUMMARY**

| Required Services | Performance Standard | Monitoring Method | Remedies for Non-compliance with Performance Standard |
|---|----------------------|---|---|
| Contractor must accept all referred ESC Children and make beds available on a 24 hours, seven-days-per-week basis, in accordance with sub-sections 9.1.1 and 9.1.3 of this SOW. | 100% Compliance | Monitoring methods must include, but must not be limited to, the following: | If Contractor receives a written notice of its non-compliance with this SOW and/or Contract, Contractor must submit to the County, within 48 hours from receipt of such written notice, a written Corrective Action Plan, which must contain an explanation of the problem, and a plan for correcting the problem, which is subject to County approval. Non-compliance with this SOW and/or Contract may result in Contractor being placed on "Investigative Hold", "Do Not Refer," or "Do Not Use." |
| Contractor must comply with the Foster Youth Bill of Rights (Technical Exhibit A-8), and provide supervision to ESC Children placed in the home at all times, in accordance with 9.2.1 of this SOW. | 100% Compliance | Bi-annual home evaluations based on Title XXII regulations by either CPM or designee. | |
| Contractor must supervise and monitor ESC Children placed in the home at all times, in accordance with 9.2.2 of this SOW. | 100% Compliance | Notice from CCLD about non-compliance with licensing requirements. | |
| Contractor must comply with the DCFS policies and instructions for the removal of ESC Children, in accordance with 9.3 of this SOW. | 100% Compliance | Contract performance monitoring by CPM or designee. | |
| Contractor must comply with the reporting procedures, in accordance with 9.4 of this SOW. | 100% Compliance | Reports by the CSW of Contractor's non-compliance. | |
| Contractor must comply with the communication procedures, in accordance with 9.5 of this SOW. | 100% Compliance | Complaints filed by DCFS Children. | |
| Contractor must comply with the Request for Time Off procedures, in accordance with 9.6 of this SOW. | 100% Compliance | | |
| Contractor must comply with the training requirements, in accordance with 9.7 of this SOW. | 100% Compliance | | |

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

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

Invoice No. _____

DEPARTMENT OF CHILDREN AND FAMILY SERVICES Contractor's Name (Please Print)
 OUT OF HOME CARE MANAGEMENT DIVISION
 EMERGENCY SHELTER CARE PROGRAM
 9320 TELSTAR AVENUE, SUITE 216
 EL MONTE, CA 91731

Street Address

City Zip

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

License or Certificate Number

Social Security Number

B. I certify that for the month of _____, 20____, these beds were available as follows:

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

Total \$ _____

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

Signature of Contractor

Signature of Co-Contractor (if applicable)

Date

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

ESC Program Manager Signature

ESC Program Manager Name

Date

Division Chief Signature

Division Chief Name

Date

TECHNICAL EXHIBIT A-4

**EMERGENCY SHELTER CARE PROGRAM
REPORTING PROCEDURES**

| <i>To report the following listed below:</i> | <i>Contact the corresponding unit below:</i> | <i>At the email/phone number listed below:</i> | <i>During the following hours:</i> | <i>On the following days:</i> |
|--|---|--|---|--------------------------------------|
| 1) Placements and Vacancies | Emergency Shelter Care Staff | DCFSEPU@dcfs.lacounty.gov See Monthly ESC Duty Calendar provided by CPM or designee. | 8:00 a.m. – 5:00 p.m. | Monday through Friday |
| 2) Runaways | Police Personnel | Local Police | 24 Hours | Any Day |
| | Child Protection Hot Line | (800) 540-4000 | 24 Hours | Any Day |
| | Social Worker | Regional Office | 8:00 a.m. – 5:00 p.m. | Monday through Friday |
| 3) Emergencies | Social Worker | Regional Office | 8:00 a.m. – 5:00 p.m. | Monday through Friday |
| | Child Protection Hot Line | (800) 540-4000 | After 5:00 p.m. Monday through Friday, anytime during weekends and holidays | |
| | Emergency Shelter Care Staff | DCFSEPU@dcfs.lacounty.gov See Monthly ESC Duty Calendar provided by CPM or designee. | 24 hours, Monday – Friday, Holidays and Weekends. | |
| 4) Stop Budget (Call must be made for each minor that leaves your home) | Foster Care/Adoptions Assistant Hotline | (800) 697-4444 | 8:00 a.m. – 5:00 p.m. | Monday through Friday |

EMERGENCY SHELTER CARE PROGRAM STAFF

Emergency Shelter Care Email: DCFSEPU@dcfs.lacounty.gov

Vacant, County Program Manager

ESC Program Coordinators Phone Numbers

ESC Program Assistants Phone Numbers

TECHNICAL EXHIBIT A-5

TERMINATION OF EMERGENCY SHELTER CARE SERVICES CONTRACT

Date: _____

To: County Program Manager
Emergency Shelter Care Services Program

From: _____
Contractor (Please print name)

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

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

I understand that I would be responsible for the accuracy of final invoices, Technical Exhibit A-3 (ESC Contractor's Invoice) of Exhibit A (Statement of Work), submitted to County. Any overpayment received by me must be returned to County within 14 days of receiving notification of such overpayment from the County.

Contractor's Signature

Date

License No/RFA ID

Co-Contractor's Signature
(if applicable)

REQUEST FOR TIME OFF

Date: _____

To: County Program Manager
Emergency Shelter Care Services Program

From: _____
Contractor (Please print name)

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

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

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

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

Contractor's Signature

Date

License No/RFA ID

Co-Contractor's Signature
(if applicable)

Date

EMERGENCY SHELTER CARE SERVICES CONTROL LOG

CONTRACTOR: _____ RESOURCE FAMILY APPROVAL: _____

MONTH: _____, 20____ VENDOR NUMBER: _____

I did not receive any placement this month.

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

| Name of ESC Child | Date of Birth | Bed Placement Category | Placement Date | Exit Date * | Total Days in ESC in the Month | Children's Social Worker |
|-------------------|---------------|------------------------|----------------|-------------|--------------------------------|--------------------------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |

*Note: If an ESC child is still in the Contractor's home, enter "N/A" in the Exit Date column.

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 resource family 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).

EMERGENCY SHELTER CARE SERVICES

PRICING SCHEDULE

Contractor hereby agrees to perform the services, the scope of which is set forth in the Emergency Shelter Care (ESC) Services Contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

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

| APPROVED BED CAPACITY | |
|---|--|
| 1. Licensed/Approved Capacity (Number of Beds): | |
| 2. DCFS ESC Approved Capacity (Number of Beds): | |

| | |
|---|--|
| Please check one of the following boxes: | |
| <input type="checkbox"/> NEW CONTRACT | <input type="checkbox"/> AMENDMENT TO CHANGE BED CAPACITY |

| EMERGENCY SHELTER CARE PRICING SCHEDULE | | | | | |
|---|---------------------------------------|--|---------------|-------------|---------------------------------------|
| Bed Placement Category | Monthly Rate Per Available Bed | Number of Available Beds ^{1,2} | | | Annual Cost for Available Beds |
| | | Male | Female | Both | |
| 1. Number of Cribs for Infants, ages 0-2 | \$ 400 | | | | |
| 2. Number of Beds for Children, ages 3-20 | \$ 400 | | | | |
| 3. Number of Beds for Sibling Group, ages 0-20 ³ | \$ 400 | | | | |
| 4. Number of Bed Sets, consisting of one bed and one crib for Teen Mother and her Infant ⁴ | \$ 600 | | | | |

CONTRACTOR'S NAME (Print)

CO-CONTRACTOR'S NAME (Print)

CONTRACTOR'S SIGNATURE

CO-CONTRACTOR'S SIGNATURE

Date

Date

¹ The total number of beds cannot exceed the bed capacity per your Resource Family Approval certificate and Title 22 Regulations.
² If a bed vacancy exceeds 60 days, CPM reserves the right to withhold the Monthly Bed Availability rate payment and place the bed on off-call" status until a placement is secured.
³ A minimum of two beds must be available for sibling groups with a maximum of two children per bedroom.
⁴ Rate includes one bed for the mother and a separate crib for the infant in the same room. A separate crib is required for each infant.

**EMERGENCY SHELTER CARE
LINE ITEM BUDGET**

CONTRACTOR NAME: _____

CO-CONTRACTOR NAME: _____

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

| | | |
|---|----|----|
| A. ESTIMATED TOTAL MONTHLY HOUSEHOLD INCOME (excluding ESC Contract Revenue): | | \$ |
| B. Monthly Household Expenses | | |
| Mortgage or Rent | \$ | |
| Homeowner's (or Renter's) Liability Insurance | \$ | |
| Automobile Insurance | \$ | |
| Utilities (Water, Power, Gas, etc.) | \$ | |
| Telephone/Communication (i.e., Cell Phone, Wi-Fi) | \$ | |
| Food (Groceries) | \$ | |
| Total Monthly Household Expenses: | \$ | |
| C. Estimated Monthly ESC Beds Expenses | | |
| 1. Linen for ESC Beds | \$ | |
| 2. Laundry Items for ESC Beds | \$ | |
| 3. Other Items to maintain availability of ESC Beds (List Additional Items Below): | | |
| a. | \$ | |
| b. | \$ | |
| c. | \$ | |
| Total Estimated Monthly ESC Beds Expenses: | \$ | |
| D. TOTAL MONTHLY EXPENSES (Add Total Monthly Household Expenses and Total Estimated Monthly ESC Beds Expenses): | | \$ |
| E. TOTAL MONTHLY NET INCOME (A minus D): | | \$ |

Prospective Contractor's Name (Print)

Prospective Co-Contractor's Name (Print)

Prospective Contractor's Signature

Prospective Co-Contractor's Signature

Date

Date

| FOR COUNTY USE ONLY | | |
|---|--|---------------|
| <input type="checkbox"/> | I have reviewed the above ESC Line Item Budget for accuracy and appropriateness of expenditures. | |
| _____ ESC Program Staff Name and Title (Print) | _____ Signature | _____ Date |

COUNTY'S ADMINISTRATION

CONTRACT NUMBER: _____

COUNTY PROGRAM DIRECTOR:

Name: _____
Title: _____
Address: _____
(Number, Street Name, Ste.#)
City, State, Zip Code: _____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY PROGRAM MANAGER:

Name: _____
Title: _____
Address: _____
(Number, Street Name, Ste.#)
City, State, Zip Code: _____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____
Title: _____
Address: _____
(Number, Street Name, Ste.#)
City, State, Zip Code: _____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

EMERGENCY SHELTER CARE (ESC)

CONTRACTOR'S NAME: _____

CONTRACT NUMBER: _____

CONTRACTOR'S INFORMATION:

Name: _____

Title: _____

Address: _____
(Number, Street Name, Apt.)

City, State, Zip Code: _____

Primary Telephone Number: _____

E-Mail Address: _____

CO-CONTRACTOR'S INFORMATION:

Name: _____

Title: _____

Address: _____
(Number, Street Name, Apt.)

City, State, Zip Code: _____

Primary Telephone Number: _____

E-Mail Address: _____

Notices to Contractor will be sent to the following:

Name: _____

Title: _____

Address: _____
(Number, Street Name, Ste.)

City, State, Zip Code: _____

Primary Telephone Number: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: _____

CONTRACT NO: _____

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 and Confidentiality 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 must 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.

CONTRACTOR NAME (Print)

CO-CONTRACTOR NAME (Print)

CONTRACTOR'S SIGNATURE

CO-CONTRACTOR'S SIGNATURE

DATE

DATE

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

EMERGENCY SHELTER CARE (ESC)

RFSQ # 21-0072

REQUIRED FORMS

CONTRACTS REQUIRED FORMS – EXHIBIT 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

| | |
|--|-------------------------------------|
| PROSPECTIVE PROPOSER'S NAME: | COUNTY WEBVEN NUMBER: |
| ADDRESS: | |
| TELEPHONE NUMBER: | E-MAIL: |
| INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: | CALIFORNIA BUSINESS LICENSE NUMBER: |

| | | |
|----|---|--|
| 1. | <p>Select the options that best define your firm's business structure:</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Franchise</p> <p><input type="checkbox"/> Resource Family Approval Parent</p> <p><input type="checkbox"/> Other (Specify): _____</p> | <p>If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____</p> <p>State of Incorporation: _____</p> <p>Year of Incorporation: _____</p> <p>If Limited Partnership or a Sole Proprietorship: Name of Proprietor or Managing Partner: _____</p> <p>If Other, specify business structure name: _____</p> <p>If Resource Family Approval Parent, specify the Name: _____</p> |
| 2. | <p>Is your firm doing business under one or more DBA's?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A</p> | <p>Name: _____</p> <p>Country of Registration: _____</p> <p>Year became DBA: _____</p> |
| 3. | <p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A</p> | <p>If YES, indicate name of Parent Firm and State of Incorporation:</p> <p>Name of Parent Firm: _____</p> <p>State of Incorporation or Registration of Parent firm: _____</p> |
| 4. | <p>Has your firm done business as other names within last five (5) years?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A</p> | <p>If YES, indicate any other names and the year of name change.</p> <p>Name(s): _____</p> <p>Year(s) of Name Change: _____</p> |

EXHIBIT 1

| | | |
|----|--|---|
| 5. | List the names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE". | |
| 6. | Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A | If YES , please provide additional information regarding the pending merger. |
| 7. | List all the names and contact information of all individuals legally authorized to commit the Proposer. | Name: _____ Title: _____ Telephone Number: _____ E-Mail: _____ |

Prospective Proposer's Name (Print)

Prospective Proposer's Signature

Date

Prospective Co-Proposer's Name (Print)

Prospective Co-Proposer's Signature

Date

CONTRACTS REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below:

| TITLE | | REFERENCE | CERTIFICATIONS |
|-------|--|------------------------------------|---|
| 1. | Certification of No Conflict of Interest | LACC 2.180 | Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. | Familiarity with the County Lobbyist Ordinance Certification | LACC 2.160 | Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. | Zero Tolerance Policy on Human Trafficking Certification | Motion | Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. | Compliance with Fair Chance Employment Hiring Practices Certification | Board Policy 5.250 | Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. | Attestation of Willingness to Consider GAIN/START Participants | Board Policy 5.050 | Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/START participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 6. | Contractor Employee Jury Service Program Certification Form & Application for Exception | LACC 2.203 | Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If “No”, identify exemption: <input type="checkbox"/> My business does not meet the definition of “contractor” as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program. |
| 7. | Certification of Compliance with the County’s Defaulted Property Tax Reduction Program | LACC 2.206 | Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If “No”, identify the exemption: _____ |
| 8. | Certification of Prospective Proposer or Contractor not operating a child daycare business within the same physical structure or on the same property where ESC Services are being provided. | ESC-SOW 8.6 | Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No |

Prospective Proposer’s Name (Print)

Prospective Co-Proposer’s Name (Print)

Prospective Proposer’s Signature

Prospective Co-Proposer’s Signature

Date

Date



DEPARTMENT OF CHILDREN AND FAMILY SERVICES



EMERGENCY SHELTER CARE (ESC) PROSPECTIVE PROPOSER INFORMATION AND QUESTIONNAIRE

I. PROSPECTIVE PROPOSER'S PERSONAL INFORMATION: (Please use the same name indicated on Resource Family Approval Certificate)

Form section I containing fields for Name, Date of Birth, Social Security Number, Home Address, Mailing Address, P.O. Box status, Justification for Mailing Address, CA Driver's License, and Telephone/Email information.

PLEASE ATTACH A COPY OF THE PROSPECTIVE PROPOSER'S CALIFORNIA DRIVER'S LICENSE. (Includes a red hand icon)

II. PROSPECTIVE CO-PROPOSER'S PERSONAL INFORMATION: (If applicable, otherwise state "N/A")

Form section II containing fields for Name, Date of Birth, Social Security Number, Home Address, Mailing Address, CA Driver's License, and Telephone/Email information.

RELATIONSHIP TO PROSPECTIVE PROPOSER:

PLEASE ATTACH A COPY OF THE PROSPECTIVE CO-PROPOSER'S CALIFORNIA DRIVER'S LICENSE. (Includes a red hand icon)

III. ALTERNATIVE CAREGIVER PERSONAL INFORMATION:

(If applicable, otherwise state "N/A")

| | |
|-----------------------------|-----------------------------|
| NAME (First, Middle, Last): | DATE OF BIRTH (mm/dd/yyyy): |
|-----------------------------|-----------------------------|

DOES THE ALTERNATIVE CAREGIVER RESIDE WITH THE PROSPECTIVE PROPOSER?

YES NO


HOME ADDRESS (Number, Apt/Unit #, Street Name, City, State, Zip Code):

MAILING ADDRESS, if different from above (Number, Street Name, City, State, Zip Code):

| | |
|-----------------------------------|----------------------|
| CA DRIVER'S LICENSE (CDL) NUMBER: | CDL EXPIRATION DATE: |
|-----------------------------------|----------------------|

| | | |
|---------------------------|-------------------------|----------------|
| PRIMARY TELEPHONE NUMBER: | ALTERNATE PHONE NUMBER: | EMAIL ADDRESS: |
|---------------------------|-------------------------|----------------|

RELATIONSHIP TO PROSPECTIVE PROPOSER:

| | |
|--|---|
|  | <p>DOES THE ALTERNATIVE CAREGIVER HAVE A WRITTEN CLEARANCE FROM THE STATE OF CALIFORNIA COMMUNITY CARE LICENSING? (NOTE: A copy of the written clearance from the State of California Community Care Licensing must be attached)</p> <p style="text-align:center">YES NO</p> |
|--|---|

IV. HOUSEHOLD MEMBERS:

Please list all persons who live in your home on a full or part time basis, including the Prospective Proposer, Prospective Co-Proposer (if applicable) and Alternative Caregiver (if applicable)

| NAME (FIRST, MIDDLE, LAST): | DATE OF BIRTH (MM/DD/YYYY): | AGE: | RELATIONSHIP TO PROSPECTIVE PROPOSER: | MALE/ FEMALE | LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING | DISABLED VETERAN | RACE/ETHNIC COMPOSITION OF HOUSEHOLD (CHECK ALL THAT APPLY FOR EACH PERSON) |
|--------------------------------|--------------------------------|------|---------------------------------------|-----------------|---|------------------|---|
| 1. | | | SELF | MALE FEMALE | YES NO | YES NO | AFRICAN AMERICAN/BLACK ASIAN/PACIFIC ISLANDER HISPANIC/LATINO NATIVE AMERICAN SUBCONTINENT ASIAN WHITE OTHER (Please explain below) |
| 2. | | | | MALE FEMALE | YES NO | YES NO | AFRICAN AMERICAN/BLACK ASIAN/PACIFIC ISLANDER HISPANIC/LATINO NATIVE AMERICAN SUBCONTINENT ASIAN WHITE OTHER (Please explain below) |
| 3. | | | | MALE FEMALE | YES NO | YES NO | AFRICAN AMERICAN/BLACK ASIAN/PACIFIC ISLANDER HISPANIC/LATINO NATIVE AMERICAN SUBCONTINENT ASIAN WHITE OTHER (Please explain below) |

| IV. HOUSEHOLD MEMBERS: Continued | | | | | | | |
|-------------------------------------|--------------------------------|------|---------------------------------------|-----------------|---|------------------|---|
| NAME (FIRST, MIDDLE, LAST): | DATE OF BIRTH (MM/DD/YYYY): | AGE: | RELATIONSHIP TO PROSPECTIVE PROPOSER: | MALE/ FEMALE | LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING | DISABLED VETERAN | RACE/ETHNIC COMPOSITION OF HOUSEHOLD (CHECK ALL THAT APPLY FOR EACH PERSON) |
| 4. | | | | MALE FEMALE | YES NO | YES NO | AFRICAN AMERICAN/BLACK ASIAN/PACIFIC ISLANDER HISPANIC/LATINO NATIVE AMERICAN SUBCONTINENT ASIAN WHITE OTHER (Please explain below) |
| 5. | | | | MALE FEMALE | YES NO | YES NO | AFRICAN AMERICAN/BLACK ASIAN/PACIFIC ISLANDER HISPANIC/LATINO NATIVE AMERICAN SUBCONTINENT ASIAN WHITE OTHER (Please explain below) |
| 6. | | | | MALE FEMALE | YES NO | YES NO | AFRICAN AMERICAN/BLACK ASIAN/PACIFIC ISLANDER HISPANIC/LATINO NATIVE AMERICAN SUBCONTINENT ASIAN WHITE OTHER (Please explain below) |

| V. EMPLOYMENT (or SELF EMPLOYED): | | |
|--|--|---------------|
| Do you currently have outside employment? YES NO | Please state any other income source you have (i.e., Retirement Pension, Social Security, etc.): | |
| NAME OF EMPLOYER (NOTE: If you are not currently employed, please indicate "N/A"): | | |
| EMPLOYER'S ADDRESS (Number, Suite #, Street Name, City, State, Zip Code): | | |
| EMPLOYER'S TELEPHONE NUMBER: | EMPLOYER'S EMAIL ADDRESS: | CONTACT NAME: |
| NUMBER OF WORK HOURS PER WEEK: | | |

| VI. WORK SCHEDULE: | | | | | | |
|--------------------|---------------------------------|-----------|------|-------------------------------|-----------|------|
| DAYS OF THE WEEK | START TIME (Please indicate) | Check One | | END TIME (Please indicate) | Check One | |
| | | a.m. | p.m. | | a.m. | p.m. |
| Sunday | | a.m. | p.m. | | a.m. | p.m. |
| Monday | | a.m. | p.m. | | a.m. | p.m. |
| Tuesday | | a.m. | p.m. | | a.m. | p.m. |
| Wednesday | | a.m. | p.m. | | a.m. | p.m. |
| Thursday | | a.m. | p.m. | | a.m. | p.m. |
| Friday | | a.m. | p.m. | | a.m. | p.m. |
| Saturday | | a.m. | p.m. | | a.m. | p.m. |

| VII. CHILD CARE PLAN: |
|---|
| <p>1. Please describe what childcare plan you have for ESC Services children or youth placed in your home when you are working:</p> <hr/> <hr/> <hr/> <hr/> |
| <p>2. Name of Day Care Provider:</p> |

| VIII. COUNTY CONTRACT HISTORY: | | |
|--|-------------------|-----------------|
| 1. Do you have a current or previous ESC Services contract with Los Angeles County? | | |
| YES | NO | |
| 2. If YES, please identify the commencement and termination dates of ESC Services contracts you've entered into with Los Angeles County: | <u>Start Date</u> | <u>End Date</u> |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |

| | |
|---|--|
| <p>3. Has a Corrective Action Plan (CAP) ever been initiated in your home due to substantiated allegation brought against you by Community Care Licensing and/or by DCFS?</p> <p style="text-align: center;">YES NO</p> | <p>4. If YES, please indicate the DATE of the CAP (mm/dd/yyyy):</p> <p style="text-align: center;">_____</p> |
|---|--|

5. Please explain the incident:

IX. LICENSES AND CERTIFICATIONS:

1. What is your California State Foster Care License/Resource Family Approval Certificate Number: _____



2. PLEASE ATTACH A COPY OF THE RESOURCE FAMILY APPROVAL CERTIFICATE.

3. How long have you been a Licensed Foster Parent/Approved Resource Parent under your current license/approval?

YEARS: MONTHS:

4. Do you have six (6) months active experience as a licensed foster parent/approved resource parent with a valid license/approval issued by CDSS/CCL/County?

YES NO

5. If **YES**, please provide name of the agency you are/were working under and their contact information:

| | | |
|--------------------------|--|------------------------|
| AGENCY NAME: | AGENCY ADDRESS (Number, Suite #, Street Name, City, State, Zip Code): | |
| TELEPHONE NUMBER: | EMAIL ADDRESS: | CONTACT PERSON: |

6. Have you have ever been a Licensed Foster Parent/Approved Resource Parent in another County or State in the past?

YES NO

7. If **YES**, please complete the following:

| | |
|--|-------|
| Previous License/Certificate Number: | _____ |
| County/State: | _____ |
| Number of Years with previous License: | _____ |

X. TRANSPORTATION:

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

YES NO

2. If you stated “**NO**” to Question 1, please state the reason why:

3. If you stated “**YES**” to Question 1, who will be driving?

| | | |
|--------------|-------------------------------------|-------------------------------|
| Only myself: | Myself and Prospective Co-Proposer: | Only Prospective Co-Proposer: |
|--------------|-------------------------------------|-------------------------------|

4. If you stated “**YES**” to Question 1, will you drive your own vehicle or someone else’s vehicle?

| | | |
|------------------|---|------------------------------|
| Only my vehicle: | Mine and Prospective Co-Proposer’s vehicle: | Only someone else’s vehicle: |
|------------------|---|------------------------------|

5. Please provide the following information:

| CAR INFORMATION | VEHICLE 1 | VEHICLE 2 | VEHICLE 3 |
|---|-----------|-----------|-----------|
| Legal Owner(s) (First, Middle, Last Name): | | | |
| Car Make: | | | |
| Car Model: | | | |
| License Plate Number: | | | |
| Year of Vehicle: | | | |
| Color of Vehicle: | | | |



6. PLEASE ATTACH COPY/COPIES OF CURRENT CAR REGISTRATION(S).

7. **If someone else will be driving**, please provide that person’s information and attach a copy of the following:
 (If applicable, otherwise check “N/A”) **N/A**

| | | |
|--|-------------------------|-----------------------------|
| NAME (First, Middle, Last): | | DATE OF BIRTH (mm/dd/yyyy): |
| HOME ADDRESS (Number, Apt/Unit #, Street Name, City, State, Zip Code): | | |
| MAILING ADDRESS, if different from above (Number, Street Name, City, State, Zip Code): | | |
| CA DRIVER’S LICENSE (CDL) NUMBER: | CDL EXPIRATION DATE: | |
| PRIMARY TELEPHONE NUMBER: | ALTERNATE PHONE NUMBER: | EMAIL ADDRESS: |
| RELATIONSHIP TO PROSPECTIVE PROPOSER: | | |

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

Prospective Proposer’s Name (Print)

Prospective Proposer’s Signature

Date

Prospective Co-Proposer’s Name (Print)

Prospective Co-Proposer’s Signature

Date

For County Use Only:

1. Number of beds approved by the DCFS Child Welfare Services Case Management System (CWS/CMS):

I certify that the following are TRUE and CORRECT:

2. Prospective Proposer does not have any substantiated **or** open non-compliance findings or investigations with any County, State, Federal, or out-of-state government agency that remain unresolved:

YES
NO

3. Prospective Proposer is not on “Do Not Use” or a “Hold” with an adverse status with Los Angeles County or any other county:

YES
NO

| | | |
|--|-----------|------|
| ESC Program Staff Name and Title (Print) | Signature | Date |
|--|-----------|------|

CONTRACTS REQUIRED FORMS – EXHIBIT 4
PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: _____

| 1. DEBARMENT HISTORY (Check one) | YES | NO |
|---|--------------------------|--------------------------|
| Proposer is currently debarred by a public entity | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, please provide the name of the public entity: | | |
| 2. LIST OF TERMINATED CONTRACTS (Check one) | YES | NO |
| Proposer has contracts that have been terminated in the past three (3) years. | <input type="checkbox"/> | <input type="checkbox"/> |

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

**EMERGENCY SHELTER CARE SERVICES
PROSPECTIVE PROPOSER'S DECLARATION**

Emergency Shelter Care Services Contractor

I, _____, (Approved Resource Parent's Name) hereby certifies that the information submitted by Prospective Proposer named above in response to Los Angeles County's Request for Statement of Qualification (RFSQ) for Emergency Shelter Care Services for the Department of Children and Family Services is true to the best of Prospective Proposer's information and belief.

I, _____, (Approved Resource Parent's Legal Name) hereby offers to perform the services, the scope of which is set forth in the above-identified RFSQ for Los Angeles County under all the terms and conditions specified in the Contract included therein and agrees that this offer will remain irrevocable up to and including 30 days following the RFSQ submission due date stated in the RFSQ, Paragraph 1, Solicitation Information and Minimum Requirements.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-8 IS TRUE AND CORRECT.

| | | |
|-------------------------------------|----------------------------------|------|
| Prospective Proposer's Name (Print) | Prospective Proposer's Signature | Date |
|-------------------------------------|----------------------------------|------|

Emergency Shelter Care Service Co-Contractor (if applicable)

I, _____, (Approved Co-Resource Parent's Name) hereby certifies that the information submitted by Prospective Proposer named above in response to Los Angeles County's Request for Statement of Qualification (RFSQ) for Emergency Shelter Care Services for the Department of Children and Family Services is true to the best of Prospective Proposer's information and belief.

I, _____, (Approved Co-Resource Parent's Legal Name) hereby offers to perform the services, the scope of which is set forth in the above-identified RFSQ for Los Angeles County under all the terms and conditions specified in the Contract included therein and agrees that this offer will remain irrevocable up to and including 30 days following the RFSQ submission due date stated in the RFSQ, Paragraph 1, Solicitation Information and Minimum Requirements.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-8 IS TRUE AND CORRECT.

| | | |
|--|-------------------------------------|------|
| Prospective Co-Proposer's Name (Print) | Prospective Co-Proposer's Signature | Date |
|--|-------------------------------------|------|

REQUIRED FORM

MINIMUM REQUIREMENTS

Proposer acknowledges and certifies that it meets and will comply with the Proposer’s Minimum Qualifications indicated below and as stated in **Paragraph 3.0** of this **Emergency Shelter Care (ESC)** services **Request for Statement of Qualifications (RFSQ)**.

| <u>NO.</u> | <u>MINIMUM REQUIREMENTS</u> | Complies with Minimum Requirement | |
|-------------------|--|--|--------------------------|
| | | YES | NO |
| 1. | Prospective Proposer possesses a valid resource family home certification approved by the County. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Prospective Proposer has a minimum of six (6) months experience, within the past two (2) years, providing direct care services to foster youth. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Prospective Proposer does not have any substantiated or open non-compliance findings or investigations with any County, State, Federal, or out-of-state government agency that remain unresolved. Note: The Prospective Proposer must disclose any such non-compliance findings or investigations that can be construed as being unresolved. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Prospective Proposer is not on “Do Not Use” or a “Hold” with an adverse status with Los Angeles County or any other county. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | Prospective Proposer does not operate a child daycare service within the same physical structure or on the same property where ESC services are provided and is willing to certify to that affect. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | Prospective Proposer must pass and submit a home-visit evaluation and participate in an orientation prior to placement of any child or youth. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. | Prospective Proposer does not have unresolved questioned costs identified by the Auditor-Controller, if licensed resource parent(s) compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. | <input type="checkbox"/> | <input type="checkbox"/> |

DECLARATION:

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

Prospective Proposer’s Name (Print)

Prospective Co-Proposer’s Name (Print)

Prospective Proposer’s Signature

Prospective Co-Proposer’s Signature

Date

Date

EMERGENCY SHELTER CARE SERVICES

PRICING SCHEDULE

Contractor hereby agrees to perform the services, the scope of which is set forth in the Emergency Shelter Care (ESC) Services Contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

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

| APPROVED BED CAPACITY | |
|---|--|
| 1. Licensed/Approved Capacity (Number of Beds): | |
| 2. DCFS ESC Approved Capacity (Number of Beds): | |

| | |
|---|--|
| Please check one of the following boxes: | |
| <input type="checkbox"/> NEW CONTRACT | <input type="checkbox"/> AMENDMENT TO CHANGE BED CAPACITY |

| EMERGENCY SHELTER CARE PRICING SCHEDULE | | | | | |
|---|---------------------------------------|--|---------------|-------------|---------------------------------------|
| Bed Placement Category | Monthly Rate Per Available Bed | Number of Available Beds ^{1,2} | | | Annual Cost for Available Beds |
| | | Male | Female | Both | |
| 1. Number of Cribs for Infants, ages 0-2 | \$ 400 | | | | |
| 2. Number of Beds for Children, ages 3-20 | \$ 400 | | | | |
| 3. Number of Beds for Sibling Group, ages 0-20 ³ | \$ 400 | | | | |
| 4. Number of Bed Sets, consisting of one bed and one crib for Teen Mother and her Infant ⁴ | \$ 600 | | | | |

CONTRACTOR'S NAME (Print)

CO-CONTRACTOR'S NAME (Print)

CONTRACTOR'S SIGNATURE

CO-CONTRACTOR'S SIGNATURE

Date

Date

¹ The total number of beds cannot exceed the bed capacity per your Resource Family Approval certificate and Title 22 Regulations.
² If a bed vacancy exceeds 60 days, CPM reserves the right to withhold the Monthly Bed Availability rate payment and place the bed on off-call" status until a placement is secured.
³ A minimum of two beds must be available for sibling groups with a maximum of two children per bedroom.
⁴ Rate includes one bed for the mother and a separate crib for the infant in the same room. A separate crib is required for each infant.

**EMERGENCY SHELTER CARE
LINE ITEM BUDGET**

CONTRACTOR NAME: _____

CO-CONTRACTOR NAME: _____

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

| | | |
|---|----|----|
| A. ESTIMATED TOTAL MONTHLY HOUSEHOLD INCOME (excluding ESC Contract Revenue): | | \$ |
| B. Monthly Household Expenses | | |
| Mortgage or Rent | \$ | |
| Homeowner's (or Renter's) Liability Insurance | \$ | |
| Automobile Insurance | \$ | |
| Utilities (Water, Power, Gas, etc.) | \$ | |
| Telephone/Communication (i.e., Cell Phone, Wi-Fi) | \$ | |
| Food (Groceries) | \$ | |
| Total Monthly Household Expenses: | \$ | |
| C. Estimated Monthly ESC Beds Expenses | | |
| 1. Linen for ESC Beds | \$ | |
| 2. Laundry Items for ESC Beds | \$ | |
| 3. Other Items to maintain availability of ESC Beds (List Additional Items Below): | | |
| a. | \$ | |
| b. | \$ | |
| c. | \$ | |
| Total Estimated Monthly ESC Beds Expenses: | \$ | |
| D. TOTAL MONTHLY EXPENSES (Add Total Monthly Household Expenses and Total Estimated Monthly ESC Beds Expenses): | | \$ |
| E. TOTAL MONTHLY NET INCOME (A minus D): | | \$ |

Prospective Contractor's Name (Print)

Prospective Co-Contractor's Name (Print)

Prospective Contractor's Signature

Prospective Co-Contractor's Signature

Date

Date

| FOR COUNTY USE ONLY | | |
|---|--|---------------|
| <input type="checkbox"/> | I have reviewed the above ESC Line Item Budget for accuracy and appropriateness of expenditures. | |
| _____ ESC Program Staff Name and Title (Print) | _____ Signature | _____ Date |

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State “none” if applicable.

A. **COMPANY OR APPLICANT INFORMATION**

1) Declarant Company or Applicant Name:

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:
- b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months:
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.
 - a) Parent(s):
 - b) Subsidiaries:
 - c) Related Business Entities:
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.
- 4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

| Date (contribution solicited, or directed) | Recipient Name (elected official) | Amount |
|---|--|---------------|
| | | |
| | | |
| | | |

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

| Date (contribution made) | Name (of the contributor) | Recipient Name (elected official) | Amount |
|---------------------------------|----------------------------------|--|---------------|
| | | | |
| | | | |
| | | | |

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

C. **DECLARATION**

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

EMERGENCY SHELTER CARE (ESC)

RFSQ # 21-0072

TRANSMITTAL TO REQUEST A
SOLICITATION REQUIREMENTS
REVIEW

APPENDIX C

TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposer requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

| | |
|---------------------|-------------------|
| Proposer Name: | Date of Request: |
| Solicitation Title: | Solicitation No.: |

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

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

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

_____ *(Name)*

_____ *(Title)*

For County use only

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

Reviewed by: _____