



REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
EMERGENCY SHELTER CARE SERVICES
(CMS 16-0037)

Prepared By
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- B Statement of Work Exhibits:** Attachments which accompany the Statement of Work.
- C Sample Contract:** Identifies the terms and conditions in the contract.
- D Required Forms:** Forms that must be completed and included in the SOQ.
- E Intentionally Omitted**
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- G Jury Service Ordinance:** County Code
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- J Safely Surrendered Baby Law:** County Program
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- L Determination of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment:** County Code (include for Proposition A and Cafeteria Services Solicitations and Contracts)
- M Intentionally Omitted**
- N Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (If applicable)
- O Defaulted Property Tax Reduction Program:** County Code

1 INTRODUCTION

- 1.1 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 foster parent(s)/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 shall be provided to children between the ages of 0-17, sibling groups, teen mothers with infants, and non-minor dependents (NMDs).
- 1.2 Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and shall not be deemed or construed to define, limit, extend, or otherwise describe the scope or any provision of this solicitation.

2 PURPOSE FOR ESC SERVICES

2.1 Statement of Work

- 2.1.1 CONTRACTORS shall be expected to implement the requirements outlined in Appendix A (Statement of Work) of this RFSQ.
- 2.1.2 The selected ESC CONTRACTORS shall be required to 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 providers 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.
- 2.1.3 Once an ESC Child is placed in an available bed, the ESC provider will ensure the safety and well-being of the child as required by Title 22 regulations.
- 2.1.4 Each ESC provider 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 C, Sample Contract, of this RFSQ.
- 2.1.5 The ESC Program anticipates a need for available beds in the following regions:

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

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

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

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

2.1.6 Service Capacity and Compensation

Bed Availability Rate

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 4-bed minimum is required)
\$600 per month for each set consisting of <u>one bed and one crib</u> held available for a teen mother and her Infant

Foster Care Placement Rate

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

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 shall 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.

2.2 Sample Contract: County Terms and Conditions

2.2.1 CONTRACTOR shall be expected to implement the requirements outlined in Appendix C (Sample Contract) of this RFSQ.

2.2.2 Anticipated Contract Term

The term of each proposed Contract will be one year with four one-year renewal options for a total of five years. The Contract is scheduled to commence on or about October 1, 2018, 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 shall solely determine whether or not to enter into any contract as a result of this RFSQ, and the start date may vary. All Contracts resulting from subsequent submission periods shall align its contract term to correspond with the initial contract end date of September 30, 2023, or March 30, 2024, if a six-month extension is exercised. Contracts may be terminated earlier at the sole discretion of the County.

2.2.3 Contract Rates

The CONTRACTOR'S rates shall remain firm and fixed for the term of the contract.

2.2.4 Days of Operation

The CONTRACTOR shall be required to provide ESC services 7 days a week. The CONTRACTOR is not required to provide services on County-recognized holidays. The County will provide a list of the County holidays to the CONTRACTOR at the time the contract is approved, and annually, at the beginning of the calendar year.

2.2.5 Indemnification and Insurance

CONTRACTOR shall be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix C (Sample Contract). The CONTRACTOR shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of Appendix C (Sample Contract).

3 PROPOSER'S MINIMUM QUALIFICATIONS

Any interested and qualified proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Appendix A (Statement of Work) are invited to submit a Statement of Qualification, provided they meet the following mandatory requirements:

- 3.1 Must be able to read, write, speak, and understand English;
- 3.2 Possess a valid foster family home license/resource family approval issued by Community Care Licensing Division (CCLD) of the California Department of Social Services (CDSS), or resource family home approved by the COUNTY;
- 3.3 Have a minimum of six-month active foster parent/resource family experience by the time the contract commences;
- 3.4 Must be in good standing with CDSS/CCLD and DCFS (e.g. not on "Do Not Refer," "Do Not Use," or "Investigate Hold") in accordance with state and County records;
- 3.5 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;
- 3.6 Possess current homeowners or renters insurance with personal liability coverage of \$300,000 for the residence where ESC services will be provided by the time the contract is executed;
- 3.7 Possess automobile insurance with coverage and limits specified in this RFSQ, in accordance with Appendix C, Sample Contract, for each vehicle that is identified to provide transportation for ESC children and youth placed in their home; and
- 3.8 Submits and passes a home-visit evaluation and participates in an orientation prior to placement of any child or youth.

4 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

- 4.1.1 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 Final Contract Award by the Board of Supervisors

- 4.2.1 Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a SOQ and the terms of any resultant agreement, and to determine which SOQ best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

4.3 County's Option to Reject Statement of Qualifications

- 4.3.1 Proposers are hereby advised that this RFSQ is a solicitation for SOQs only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all SOQs submitted in response to this RFSQ or may, in its sole discretion, reject all SOQs and cancel this RFSQ in its entirety. The County shall not be liable for any costs incurred by the proposer in connection with the preparation and submission of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

4.4 County's Right to Amend Request for Statement of Qualifications

- 4.4.1 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 shall 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 being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.5 County's Quality Assurance Plan

- 4.6.1 After contract award, the County or its agent will monitor the CONTRACTOR'S performance under the contract on a periodic basis. Such monitoring will include assessing CONTRACTOR'S compliance with all terms and conditions in the contract and

performance standards identified in Appendix A (Statement of Work). CONTRACTOR'S deficiencies which the County determines are significant or continuing and that may jeopardize performance of the contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the County may terminate the contract in whole or in part, or impose other penalties as specified in the contract.

5 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's SOQ will become a matter of public record when 1) contract negotiations are complete; 2) DCFS receives a letter from the recommended proposer's authorized officer that the negotiated contract is the firm offer of the recommended proposer; and 3) DCFS releases a copy of the recommended proposer's SOQ in response to a Notice of Intent to Request a Proposed CONTRACTOR Selection Review under Board Policy No. 5.055 (Services Contract Solicitation Protest).

Notwithstanding the above, absent extraordinary circumstances, all SOQs will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all SOQs that are justifiably defined as business or trade secrets, and plainly marked by the proposer as "Trade Secret," "Confidential," or "Proprietary."

5.1.2 The County shall 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 SOQs as confidential shall not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective SOQs which are "Trade Secrets," "Confidential," or "Proprietary," in nature.

5.1.3 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 "Confidential," "Trade Secrets," or "Proprietary," proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

5.2 Contact with County Personnel

- 5.2.1 All contacts regarding this RFSQ or matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Department of Children and Family Services
Contracts Administration Division
425 Shatto Place,
Los Angeles, CA 90020
Raul Ibarra, Contract Analyst
ibarr@dcfs.lacounty.gov

If it is discovered that 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 SOQs from further consideration.

5.3 Mandatory Requirement to Register on County's WebVen

- 5.3.1 Prior to a contract award, all potential CONTRACTORS must register in the County's WebVen. WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at:

<http://camisvr.co.la.ca.us/webven/>

5.4 Protest Policy Review 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 Paragraph 5.4.3 (Grounds for Review) below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the proposer challenging the decision of a County Department to demonstrate that the Department committed

a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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 a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

5.4.3.1 Review of Solicitation Requirements (reference Paragraph 7.4, in SOQ Submission Requirements Section).

5.5 Injury and Illness Prevention Program

5.5.1 CONTRACTOR shall 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.

5.6 Confidentiality and Independent CONTRACTOR Status

5.6.1 As appropriate, CONTRACTOR shall be required to comply with Paragraph 7.6 (Confidentiality) and Paragraph 8.22 (Independent CONTRACTOR Status), contained in Appendix C (Sample Contract).

5.7 Conflict of Interest

5.7.1 No County employee whose position in the County enables him/her to influence the selection of a CONTRACTOR for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a CONTRACTOR. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 5 (Certification of No Conflict of Interest) of Appendix D (Required Forms).

5.8 Determination of Proposer Responsibility

- 5.8.1 A responsible proposer is a proposer 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 proposers.
- 5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the proposer is responsible based on a review of the proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the proposer had no knowledge shall not be the basis of a determination that the proposer is not responsible.
- 5.8.3 The County may declare a proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or capacity to perform a contract with the County, 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.
- 5.8.4 If there is evidence that the apparent highest ranked proposer may not be responsible, the Department shall notify the proposer in writing of the evidence relating to the proposer's responsibility, and its intention to recommend to the Board of Supervisors that the proposer be found not responsible. The Department shall provide the proposer and/or the proposer's representative with an opportunity to present evidence as to why the proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.8.5 If the proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the proposer shall reside with the Board of Supervisors.

5.8.6 These terms shall also apply to proposed subcontractors of proposers on County contracts.

5.9 Proposer Debarment

- 5.9.1 The proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the proposer 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 proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or capacity to perform a contract with the County, 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.
- 5.9.2 If there is evidence that the apparent highest ranked proposer may be subject to debarment, the Department shall notify the proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the proposer of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
- 5.9.3 The CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The proposer and/or proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the proposer should be debarred, and, if so, the appropriate length of time of the debarment. The proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of

Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

- 5.9.5 If a proposer has been debarred for a period longer than five (5) years, that proposer 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 proposer 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.
- 5.9.6 The CONTRACTOR Hearing Board will consider requests for review of a debarment determination only where 1) the proposer has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.
- 5.9.7 The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.
- 5.9.8 These terms shall also apply to proposed subcontractors of proposers on County contracts.
- 5.9.9 Appendix H (Listing of CONTRACTORS Debarred in Los Angeles County) provides a link to the County's website where there is a

listing of CONTRACTORS that are currently on the Debarment List for Los Angeles County.

5.10 Adherence to County's Child Support Compliance Program

5.10.1 Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant CONTRACTOR (County Code Chapter 2.202).

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

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

5.11.2 Proposer Notification to County

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

5.11.3 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.

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

5.12.1 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 proposer 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 proposer 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 by completing and submitting Exhibit 6 (Familiarity with the County Lobbyist Ordinance Certification) of Appendix D (Required Forms), as part of their SOQs.

5.13 Federal Earned Income Credit

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Appendix I (IRS Notice 1015).

5.14 Consideration of GAIN-GROW Participants for Employment

As a threshold requirement for consideration for contract award, proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed Exhibit 8 (Attestation of Willingness to Consider GAIN-GROW Participants) of Appendix D (Required Forms), along with their SOQs.

5.15 Recycled Bond Paper

5.15.1 Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Paragraph 8.39 (Recycled Bond Paper) of Appendix C (Sample Contract).

5.16 Safely Surrendered Baby Law

5.16.1 The CONTRACTOR shall notify and provide to its employees, and shall 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 Appendix J (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at www.babysafela.org.

5.17 Jury Service Program

5.17.1 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 read Appendix G (Jury Service Ordinance) and Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix C (Sample Contract), both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both CONTRACTORS and their subcontractors.

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

5.17.2 The Jury Service Program requires CONTRACTORS and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deducts from the

employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a CONTRACTOR and "full-time" means 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) the CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a CONTRACTOR'S full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.

- 5.17.3 There are two (2) ways in which a CONTRACTOR might not be subject to the Jury Service Program. The first is if the CONTRACTOR does not fall within the Jury Service Program's definition of "CONTRACTOR." The Jury Service Program defines "CONTRACTOR" to mean a person, partnership, corporation of 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. The second is if the CONTRACTOR meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to CONTRACTORS that have 1) ten (10) or fewer employees; and, 2) annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this contract is less than five hundred thousand dollars (\$500,000), and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to CONTRACTORS that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The CONTRACTOR is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 5.17.4 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 Exhibit 9 (CONTRACTOR Employee Jury Service Program Certification Form and Application for Exception) of Appendix D (Required Forms), and include with its submission all necessary documentation to support the claim such as tax

returns or a collective bargaining agreement, if applicable. Upon reviewing the CONTRACTOR'S application, the County will determine, in its sole discretion, whether the CONTRACTOR falls within the definition of CONTRACTOR or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.18 Intentionally Omitted

5.19 Notification to County of Pending Acquisitions-Mergers by Proposing Company

- 5.19.1 The proposer shall notify the County of any pending acquisitions-mergers of their company. This information shall be provided by the proposer in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) of Appendix D (Required Forms). Failure of the proposer to provide this information may eliminate its SOQ from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) during the pendency of this RFSQ by providing a revised Exhibit 1 (Proposer's Organization Questionnaire/ Affidavit and CBE Information) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

5.20 Proposer's Charitable Contributions Compliance

- 5.20.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective CONTRACTORS should carefully read Appendix N (Background and Resources: California Charities Regulation). New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

- 5.20.2 All prospective CONTRACTORS must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 10 (Charitable Contributions Certification) in Appendix D (Required Forms). A completed Exhibit 10 (Charitable Contributions Certification) is a required part of any agreement with the County.
- 5.20.3 In Exhibit 10 (Charitable Contributions Certification), prospective CONTRACTORS certify either that:
- 5.20.3.1 They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,
- OR -
- 5.20.3.2 They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- 5.20.4 Prospective County CONTRACTORS that do not complete Exhibit 10 (Charitable Contributions Certification) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County CONTRACTOR that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

5.21 Defaulted Property Tax Reduction Program

- 5.21.1 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 carefully read Appendix O (Defaulted Tax Program Ordinance) and the pertinent provisions in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program) of Appendix C (Sample Contract), 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.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 11 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) in Appendix D (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant CONTRACTOR (Los Angeles County Code, Chapter 2.202).

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

5.22 Time Off for Voting

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

5.23 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

- 5.23.1 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.

CONTRACTORS are required to complete Exhibit 12 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix D (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 C (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.

6 INTENTIONALLY OMITTED

7 STATEMENT OF QUALIFICATIONS (SOQ) SUBMISSION REQUIREMENTS

7.1 SOQ Submission Information

7.1.1 Section 7 of the RFSQ (SOQ Submission Requirements) contains key project dates and activities as well as instructions to proposers in how to prepare and submit their SOQs.

7.2 Truth and Accuracy of Representations

7.2.1 False, misleading, incomplete, or deceptively unresponsive statements in connection with a SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final. All SOQs shall be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final SOQ submission date.

7.3 Request for Statement of Qualifications Timetable

7.3.1 The timetable for the RFSQ is as follows:

- Release of RFSQ 12/08/2017
- Request for a Solicitation Requirements Review Due 12/21/2017
- Written Questions Due (optional)..... 12/21/2017
- Proposers' Conference 12/27/2017
- Questions and Answers Released 01/05/2018
- SOQ Submission Period01/22/2018 – 03/30/2022

7.4. Solicitation Requirements Review

7.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E (Transmittal Form to Request a Solicitation Requirements Review) to the Department conducting the solicitation as described in Paragraph 7.4 (Solicitation Requirements Review). 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:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective proposers.

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

7.5 Proposers' Questions

- 7.5.1 Proposers may submit written questions regarding this RFSQ by mail, fax or e-mail to the individual identified below. All questions must be received by December 12, 2017. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

When submitting questions, please specify the RFSQ section number, paragraph 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.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements

would unfairly disadvantage proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from proposer.

Questions should be addressed to:

Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Raul Ibarra, Contract Analyst
ibarr@dcfs.lacounty.gov

7.6 Intentionally Omitted

7.7 Proposers' Conference

- 7.7.1 A Proposers' Conference will be held to discuss the RFSQ. County staff will respond to questions from potential proposers. The conference is scheduled as follows:

Date and Time: December 27, 2017 - 9 a.m. to 12 p.m.
Location: Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Conference Room 401
Los Angeles, CA 90020

7.8 Preparation of the SOQ

- 7.8.1 Everything constituting the SOQ and all documents submitted in connection with this RFSQ shall be written in English.
- 7.8.2 The original SOQ must be bound separately and submitted in the prescribed format. All photocopies of licenses, insurances, and other required documents shall be on 8 ½" x 11" white bond paper, and in a 3-ring binder. No paper-clipped or rubber-banded SOQ will be accepted. Any SOQ that deviates from this format may be disqualified without review at the COUNTY's sole discretion.
- 7.8.3 Prospective ESC CONTRACTORS should carefully review the Minimum Requirements/ Qualifications stated in Section 3 of this RFSQ. Prospective ESC CONTRACTOR must also demonstrate that they meet the Minimum Qualifications stated in this section and have the capability to perform the required services.

Prospective ESC CONTRACTOR must complete PART D, REQUIRED FORMS, and submit with their SOQ.

7.9 Required Forms

SOQ shall include all completed, signed, and dated forms identified in Appendix D (Required Forms).

- | | |
|------------|-------------------------------------------------------------------------------------------|
| Exhibit 1 | Proposer's Organization Questionnaire/Affidavit and CBE Information |
| Exhibit 2 | Prospective CONTRACTOR Reference |
| Exhibit 3 | Prospective CONTRACTOR List of CONTRACTORS |
| Exhibit 4 | Prospective CONTRACTOR List of Terminated Contracts |
| Exhibit 5 | Certification of No Conflict of Interest |
| Exhibit 6 | Familiarity with the County Lobbyist Ordinance Certification |
| Exhibit 7 | Proposer's EEO Certification |
| Exhibit 8 | Attestation of Willingness to Consider GAIN/GROW Participants |
| Exhibit 9 | CONTRACTOR Employee Jury Service Program Certification Form and Application for Exception |
| Exhibit 10 | Charitable Contribution Certification |
| Exhibit 11 | Certification of Compliance with the County's Defaulted Property Tax Reduction Program |
| Exhibit 12 | Zero Tolerance Policy on Human Trafficking Certification |
| Exhibit 13 | Intentionally Omitted |
| Exhibit 14 | Prospective ESC CONTRACTOR(S) Information and Questionnaire |
| Exhibit 15 | Emergency Shelter Care Services CONTRACTOR'S Certification |
| Exhibit 16 | ESC Services Prospective CONTRACTOR'S Certification |
| Exhibit 17 | Offer to Perform and Acceptance of Term and Condition |
| Exhibit 18 | Emergency Shelter Care Services Capacity Agreement |

Exhibit 19 Pricing Schedule – ESC Services Bed Availability Rate

Exhibit 20 Line Item budget

7.10 Intentionally Omitted

7.11 Firm Offer-Withdrawal of Proposal

7.11.1 Until the SOQ submission deadline, errors in SOQ may be corrected by a request in writing to withdraw the SOQ and by submission of another set of SOQs with the mistakes corrected. Corrections will not be accepted once the deadline for submission of SOQs has passed.

7.12 SOQ Submission

7.12.1 The original SOQ shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the proposer and bear the words:

"STATEMENT OF QUALIFICATIONS FOR EMERGENCY SHELTER CARE SERVICES"

The SOQs shall be delivered or mailed to:

**Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attention: Raul Ibarra, Contract Analyst**

It is the sole responsibility of the submitting proposer to ensure that its SOQ is received before the submission deadline. Submitting proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any SOQ received after the scheduled closing date and time for receipt of SOQs, as listed in Paragraph 7.3 (RFSQ Timetable), will not be accepted and returned to the sender unopened. Timely hand-delivered SOQs are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

8 SELECTION PROCESS

8.1 Selection Process

The County reserves the sole right to judge the contents of the SOQs submitted pursuant to this RFSQ and to review, evaluate and select the successful SOQs. The selection process will begin with receipt of the SOQs on January 22, 2018.

8.1.1 The review and evaluation process consists of two phases. The first phase is a pass/fail review of the prospective CONTRACTOR'S responsiveness and responsibility factors listed in their SOQs. The second phase is a pass/fail Home-Visit Evaluation.

SOQs will be reviewed for responsiveness, and prospective CONTRACTOR will be evaluated for responsibility in the order received by date and time.

Prospective CONTRACTORS whose SOQs pass the Responsiveness and Responsibility review will be contacted in the order received by date and to schedule a Home-Visit Evaluation.

8.1.2 At any time, a SOQ may be found to be non-responsive, and a prospective CONTRACTOR may be found to be non-responsible, and such SOQs and/or prospective CONTRACTORS may be disqualified.

8.1.3 County Program Manager will recommend prospective CONTRACTORS for each region whose SOQ has been determined to meet the requirements of this RFSQ, in the order received by date and time.

8.1.4 The County Program Manager will only recommend as many prospective CONTRACTORS as needed to provide service in each region. Prospective CONTRACTORS who are recommended for a contract award are subject to the Board of Supervisors' approval for execution of a contract.

8.1.5 Determination of Proposer Responsiveness

8.1.5.1 Pursuant to the CDSS Manual, Section 23-601.25, a "Responsive Proposer" means one whose SOQ substantially complies with all requirements of this RFSQ.

8.1.5.2 County will review and evaluate each SOQ to determine if the Proposer meets the Minimum Requirements. Proposers who do not meet the Minimum Requirements may be disqualified and their SOQs eliminated from any further consideration.

8.1.5.3 County will evaluate each SOQ submitted to determine if the Proposer complies with the RFSQ format and submission requirements set forth in Section 7, SOQ Submission Requirement, of the RFSQ. The County, at its sole discretion, may accept SOQs that substantially comply with the requirements in Section 7, SOQ Submission Requirement, of the RFSQ.

8.1.6 Determination of Proposer Responsibility

8.1.6.1 Section 23-601.24 of the CDSS Manual Pursuant to the CDSS Manual, 23-601.24; a "Responsible Proposer" means one who: 1) Possesses adequate financial resources, or the ability to obtain such resources as required during performance of the contract; 2) Has the ability to comply with the proposed delivery or performance schedule taking into consideration available expertise and any existing business commitments; 3) Has no record of unsatisfactory performance, lack of integrity or poor business ethics, and 4) Is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

8.1.6.2 Pursuant to Chapter 2.202 of the County Code, a responsible Proposer is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible CONTRACTORS.

8.1.6.3 County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are not the fault of subcontractors and of which the Proposer had no knowledge shall not

be the basis of a determination that the Proposer is not responsible.

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

- Exhibit A-5, Line Item Budget, of Appendix B, Statement of Work Exhibits, will be reviewed for accuracy and appropriateness of expenditures;
- SOQs will be checked for a certificate(s) of insurance for homeowner's or renter's liability at the amounts of coverage specified in the RFSQ; and
- SOQs will be checked for a certificate(s) of insurance for automobile liability at the amounts of coverage specified in the RFSQ if the ESC Services Applicant drives and owns an automobile.

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

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

8.1.10 Non-responsible Proposer

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

If there is evidence that a Proposer, otherwise qualified under this RFSQ, may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the

Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for the Department's recommendation.

8.1.11 Intention to Recommend to the Board of Supervisors

After a prospective CONTRACTOR has been selected, the County and the prospective CONTRACTOR(S) will negotiate a contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified proposer who submitted a SOQ, as determined by the County.

The recommendation to award a contract will not bind the Board of Supervisors to award a contract to the prospective CONTRACTOR.

The County retains the right to select a SOQ other than the SOQ receiving the highest number of points if County determines, in its sole discretion, another SOQ is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

8.2 Adherence to Minimum Requirements (Pass-Fail)

8.2.1 County shall review Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) in Appendix D (Required Forms) and determine if the proposer meets the minimum requirements as outlined in Section 5 (Proposer's Minimum Qualifications) of this RFSQ.

Failure of the proposer to comply with the minimum requirements may eliminate its SOQ from any further consideration. The County may elect to waive any informality in a SOQ if the sum and substance of the SOQ is present.

8.3 Disqualification Review

8.3.1 A SOQ may be disqualified from consideration because the County determined it was non-responsive at any time during the review/evaluation process. If the County determines that a SOQ is

disqualified due to non-responsiveness, the County shall 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 County sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a prospective CONTRACTOR;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the County'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.

8.3.2 The Disqualification Review shall be completed and the determination shall be provided to the requesting proposer, in writing, prior to the conclusion of the evaluation process. Proposer can also be disqualified for Paragraph 5.8 (Determination of Proposer Responsibility).

8.4 Notification of Tentative Selection

8.4.1 All prospective CONTRACTORS will be notified in writing of the final decision.

8.4.2 Prospective CONTRACTORS whose SOQs pass the evaluation shall be prepared to enter into a contract with the County, which shall be substantially the same as Appendix C, Sample Contract, of the RFSQ.

8.4.3 The County reserves the right to change the final terms and conditions, deemed to be in the best interest of the County, that do not reflect the basis of the contract award.

- 8.4.4 The County shall then recommend the contract award to the Board of Supervisors for its consideration and approval.
- 8.4.5 Any recommendation to award a contract shall in no manner bind the Board of Supervisors to award a contract to the prospective CONTRACTORS.

County of Los Angeles
Department of Children and Family Services

APPENDIX A

STATEMENT OF WORK

EMERGENCY SHELTER CARE SERVICES

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PREAMBLE

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

The County's vision is 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 County's Strategic Plan's three Goals: 1) Make Investments that Transform Lives; 2) Foster, Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today.

Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

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 shall maintain the agreed number of beds unoccupied for the selected bed placement category listed in Exhibit A-3, ESC Services Capacity Agreement, on a 24 hours a day, 7 days a week basis. CONTRACTOR shall provide a safe and caring temporary placement.
- 1.3 CONTRACTOR shall reserve a bed for each ESC Child, to keep them safe and comfortable. Once the ESC Child is in the CONTRACTOR'S home, the CONTRACTOR shall provide for the ESC Child's basic needs.
- 1.4 CONTRACTOR shall adhere to providing services described in Exhibit A-12, Foster Youth Bill of Rights.

2.0 DCFS PRIORITIES FOR ESC CHILDREN

- 2.1 DCFS has established the following priorities for the children in its care:
 - (1) Safety, (2) Permanency, and (3) 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 shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

- 3.1 **Children's Social Worker (CSW)** – an employee of DCFS who performs a wide range of professional casework services for children and families receiving services from DCFS.
- 3.2 **Contract 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 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 shall 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.

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 shall 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
(626) 569-6810

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

5.4 Overall project coordination between the CONTRACTOR and COUNTY shall be through the CPM and the CONTRACTOR.

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

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

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

5.8 The CPM or designee shall 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 shall 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 shall have the right to monitor the following:

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

7.0 REFERRAL TO THE ESC PROGRAM

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

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 shall have and maintain during the term of this Contract, a valid foster family home license issued by the CDSS, CCLD or a Resource Family Approval issued by the County, and shall conform to all applicable regulations, foster care standards, and the Written Directives as established by CDSS, CCLD, and DCFS.

8.2 CONTRACTOR shall be in good standing with CDSS, CCLD and DCFS and shall not be on "Do Not Refer," "Do Not Use," or "Investigative Hold."

8.3 CONTRACTOR shall not accept a placement of any Aid to Families with Dependent Children-Foster Care (AFDC-FC) Medically Fragile "F" Rate category foster children at the same time as AFDC-FC "D" Rate category foster children.

8.4 CONTRACTOR shall provide the CPM with a list of all individuals residing in the home. If individuals leave from or move into the home,

the CONTRACTOR shall provide the CPM with an updated list by the end of the business week, after the household composition change occurs.

- 8.5 CONTRACTOR shall provide the CPM with copies of driver's licenses for each individual who may provide transportation to the ESC Children.
- 8.6 CONTRACTOR shall not operate a child daycare business within the same physical structure or on the same property where ESC Services are being provided.
- 8.7 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY.
- 8.8 CONTRACTOR shall notify the CPM within 24 hours if any changes are made in the number of beds available in the CONTRACTOR'S foster family home or resource family home. Such changes are subject to the approval of the CPM or designee.
- 8.9 CONTRACTOR shall notify the CPM in writing at least 30 days in advance to request to terminate the contract using Exhibit A-9, Termination of Emergency Shelter Care Services contract. Failure to do so shall constitute a breach of contract.
- 8.10 CONTRACTOR shall notify the CPM in writing at least 14 days in advance to request to be "Off-Call" (due to: personal, medical, vacation, etc.), using Exhibit A-10, "Request for Time Off." Failure to do so shall constitute a breach of contract.

9.0 SCOPE OF WORK

9.1 WELCOMING EMERGENCY SHELTER CARE CHILDREN.

- 9.1.1 Once the Contract commences, the CONTRACTOR shall: (1) welcome and accept ESC Children referred by DCFS 24 hours 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 shall make the number of beds specified in Exhibit A-3, ESC Capacity Agreement, available 24 hours a day, 7 days a week. CONTRACTOR shall not exceed CONTRACTOR'S ESC capacity.
- 9.1.3 During business hours from Monday to Friday, 9:00 am to 5:00 p.m., the CPM or designee shall have sole authority and discretion for the assessment of children in determining which children will be

placed in the CONTRACTOR'S home. After hours, weekends, and holidays, ERCP shall have authority and discretion for the assessment of children in determining which children will be placed in the CONTRACTOR'S home.

9.1.4 CONTRACTOR shall accept all DCFS referred ESC Children and shall not refuse any such referrals unless exceptional conditions apply. Exceptional conditions may include, but are not limited to:

9.1.4.1 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 shall 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;

9.1.4.5 The CONTRACTOR is on a leave of absence; and

9.1.4.5 The CONTRACTOR's ESC Contract has been terminated.

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

9.2 FOSTER YOUTH BILL OF RIGHTS AND SUPERVISION

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

9.2.2 CONTRACTOR, or an approved alternate, in accordance with Title 22 regulations and Written Directives, shall supervise ESC Children

placed in the home at all times. CONTRACTOR or approved alternate shall monitor and know where the Children are at all times and ensure that no Children are left unattended.

9.3 REMOVAL OF CHILDREN AND YOUTH

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

9.4 CONTRACTOR'S REPORTING PROCEDURES

9.4.1 CONTRACTOR shall immediately report by telephone to CPM or designee any change in the licensed foster family or approved resource family home capacity within 24 hours of such changes.

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

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

9.4.4 CONTRACTOR shall report within 24 hours to CPM or designee (by telephone) any discussion between CONTRACTOR and CSW regarding possible extension of an ESC Child's stay beyond 14-day limit.

9.4.5 CONTRACTOR shall notify the CPM or designee on the 7th day of any ESC Child's continuous placement, by telephone at (626) 569-6867 or at (626) 569-6871, to ensure a case conference occurs with the CPM as described in Section 5.8 in this SOW.

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

- 9.4.7 CONTRACTOR shall report any significant event or incident pertaining to an ESC Child as described in the Written Directives, Section 11-06, which can be found at:

<http://www.cdss.ca.gov/Portals/9/RFA%20Written%20Directives%20V4.1%20Final%205.9.17.pdf?ver=2017-05-09-102252-020>

9.5 CONTRACTOR'S COMMUNICATION PROCEDURES

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

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

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

9.7 CONTRACTOR TRAINING REQUIREMENTS

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

<http://www.cdss.ca.gov/Portals/9/RFA%20Written%20Directives%20V4.1%20Final%205.9.17.pdf?ver=2017-05-09-102252-020>

- 9.7.2 CONTRACTOR who intends to accept placement of D-Rate (or equivalent) Children in their home shall attend the required D-Rate training workshops on a yearly basis as listed below.

9.7.2.1 D-Rate – Initial 16 hours (first year only) then 18 hours per year.

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

9.7.3.1 F-Rate – Initial 16 hours (first year only) then 12 hours per year.

9.8 CONTRACTOR'S COMPENSATION

9.8.1 Bed Availability Rate

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

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

9.8.2 Placement Rate

Upon placement of an ESC Child in CONTRACTOR'S home, CONTRACTOR shall continue to receive the monthly Bed Availability Rate as specified in Subsection 9.8.1 and additional compensation equal to the "B," "D," or "F" AFDC-FC rate, depending on the ESC Child's assessment, for the days the ESC

Child remains in the CONTRACTOR'S home. Rates shall be prorated for periods of less than a month.

9.9 PERFORMANCE MEASURE SUMMARY & GOALS

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

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

9.10 PERFORMANCE REQUIREMENTS SUMMARY

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

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

9.10.3 Any inability by CONTRACTOR to comply with Exhibit A-2, Performance Requirements Summary may result in a CAP and/or termination of this Contract, in whole or in part, and/or placement of 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 B

STATEMENT OF WORK EXHIBITS

EMERGENCY SHELTER CARE SERVICES

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

COUNTY'S OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
ESC Children are placed in a safe nurturing home environment free of abuse and neglect by other children, family members and/or CONTRACTOR.	Bi-annual home evaluations and any additional Home visits by ESC staff CWS/CMS	100% of ESC Children are free of substantiated allegations of abuse and neglect by other children, family members and/or CONTRACTOR.
CONTRACTOR shall ensure that Children are free from Child-to-Child injuries.	ESC Child's Case File Community Care Licensing (CCL) Citations Event or Incident Notification/Reports	100% of ESC Children are free of substantiated reports of child-to-child injuries.
CONTRACTOR shall ensure that their home is safe and free of physical plant deficiencies.	Bi-annual home evaluations 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 shall improve in the areas of education, career planning, health, behavior, social and emotional well-being. <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=hsc&group=01001-02000&file=1520-1526.8>

COUNTY'S OUTCOME INDICATORS	METHOD OF DATA COLLECTION	OUTCOME TARGETS
Improve the level of functioning of ESC children placed in CONTRACTOR's home.	Bi-annual home evaluations and any additional Home Visit by ESC staff CCL Citation ESC Child's Case File	100% of ESC children are free of substantiated allegations of abuse and neglect by other children, family members and/or CONTRACTOR.

EXHIBIT A-2: PERFORMANCE REQUIREMENTS SUMMARY

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

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

**EMERGENCY SHELTER CARE SERVICES
CAPACITY AGREEMENT**

Contractor's Name: _____

Contractor's Foster Family Home License/Resource Family Approval Certificate Number: _____

Contractor's Vendor Number: _____

Address: _____

City, State and Zip Code: _____

Telephone Number(s): _____

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

Licensed/Approved Capacity (Number of Beds): _____

DCFS Approved Capacity (Number of Beds): _____

EMERGENCY SHELTER CARE SERVICES CAPACITY:

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

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

Number of Beds _____ for Children, ages 3-20 Male _____ Female _____

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

Number of Beds _____ for sibling group, ages 0-20 (A minimum of four beds must be available for sibling groups with a maximum of two children per bedroom)

Contractor's Signature _____ Date _____

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

PRICING SCHEDULE
EMERGENCY SHELTER CARE SERVICES BED AVAILABILITY PLACEMENT RATES

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

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

Bed Placement Category	Monthly Rate Per Available Bed	Minimum Service Capacity of Available Beds¹	Number of Available Fluctuating Beds²	Annual Cost for Available Beds
Children Ages 0-17 and Non-Minor Dependents For sibling groups, 4-beds must be available at minimum.	\$400			
Teen Mom and her Infant ³	\$600			

 CONTRACTOR's Signature

 CO-CONTRACTOR's Signature (if applicable)

 Name

 Date

 Name

 Date

¹ The total number of beds cannot exceed the bed capacity per your Foster Family Home license or Resource Family Approval certificate and Title 22 Regulations.

² If a bed vacancy exceeds 60 days, CPM reserves the right to withhold the Bed Availability rate payment and place the bed on "off-call" status until a placement is secured.

³ Rate includes one bed for the mother and a separate crib for the infant, in the same room.

LINE ITEM BUDGET

CONTRACTOR/CO-CONTRACTOR: _____

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

INCOME:

Estimated Total Monthly ESC Contract Revenue: _____

EXPENSES:

Automobile Insurance: _____

Homeowners Liability Insurance: _____

Renters Liability Insurance: _____

Mortgage/Rent: _____

Telephone/Communication: _____

Utility: _____

Food: _____

One-days clothing: _____

Laundry items for ESC Services beds: _____

Linen for ESC beds: _____

Other items for availability of ESC Services beds

List: _____:

_____:

Total Monthly Expenses: _____

Income Over Expenses: _____

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

Invoice No. _____

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

Contractor's Name (Please Print) _____

Street Address _____

City _____

Zip _____

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

License 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

EXHIBIT A-7**EMERGENCY SHELTER CARE PROGRAM
REPORTING PROCEDURES**

<i>To report the following listed below:</i>	<i>Contact the corresponding unit below:</i>	<i>At the telephone number listed below:</i>	<i>During the following hours:</i>	<i>On the following days:</i>
1) Placements and Vacancies	Emergency Shelter Care Staff	(626) 569-6867 (626) 569-6865 (626) 569-6873 (626) 569-6844	8:00 a.m. – 5:00 p.m.	Monday through Friday
2) Runaways	Police Personnel	Local Police	24 Hours	Any Day
	Child Protection Hot Line	(800) 540-4000	24 Hours	Any Day
	Social Worker	Regional Office	8:00 a.m. – 5:00 p.m.	Monday through Friday
3) Emergencies	Social Worker	Regional Office	8:00 a.m. – 5:00 p.m.	Monday through Friday
	Child Protection Hot Line	(800) 540-4000	After 5:00 p.m. Monday through Friday, anytime during weekends and holidays	
	Emergency Shelter Care Staff	Cell (626) 243-6107	24 hours, Monday – Friday, Holidays and Weekends.	
4) Stop Budget (Call must be made for each minor that leaves your home)	Foster Care/Adoptions Assistant Hotline	(800) 697-4444	8:00 a.m. – 5:00 p.m.	Monday through Friday

EMERGENCY SHELTER CARE PROGRAM STAFF**Emergency Shelter Care Cell Number: (626) 243-6107**

Vacant, County Program Manager

(626) 569-6810

ESC Program Coordinators Phone Numbers

ESC Program Assistants Phone Numbers

(626) 569-6865

(626) 569-6868

(626) 569-6867

(626) 569-6870

(626) 569-6871

(626) 569-6873

**EMERGENCY RESPONSE COMMAND POST
CONTACT NUMBERS**

Division Chief	(213) 765-7422	Monday – Thursday 8:00 a.m. – 6:30 p.m.
Assistant Regional Administrator.....	(213) 765-7424	Sunday – Wednesday 2:00 p.m. – 12:30 a.m.
Assistant Regional Administrator	(213) 765-7423	Wednesday – Saturday 2:00 p.m. – 12:30 a.m.
Assistant Regional Administrator	(213) 765-7425	Daytime and Graveyard
Trouble Shooter.....	(213) 765-7380	Monday – Thursday 6:00 a.m. – 4:30 p.m.
Trouble Shooter.....	(213) 765-7379	Monday – Thursday 6:00 a.m. – 4:30 p.m.
Supervisors	(213) 639-4500	All Week
Technical Assistant	(213) 765-7268	All Week

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

TERMINATION OF EMERGENCY SHELTER CARE SERVICES CONTRACT

Date: _____

To: County Program Manager
Emergency Shelter Care Services Program

From: _____
CONTRACTOR (Please print name)

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

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

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

CONTRACTOR's Signature

Date

LICENSE 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: _____ FOSTER PARENT/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	DOB	Bed Placement Category	Placement Date	Exit Date *	Total Days in ESC in the Month	Children's Social Worker

Note: If an ESC child is still in the CONTRACTOR's home, enter "N/A"

FOSTER YOUTH BILL OF RIGHTS

The California Youth Connection, a statewide organization of youth in the foster care system, has written the “Foster Youth Bill of Rights.” It is an objective of foster care to ensure that the personal rights of individuals who are in out-of-home care are protected subject to limitations inherent in the foster caregiver’s responsibility to ensure resident safety, safety of others and foster caregiver’s role as 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)

APPENDIX C

SAMPLE CONTRACT



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

EMERGENCY SHELTER CARE SERVICES

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- A Statement of Work (Not Attached to Sample)
- B Pricing Schedule (Not Attached to Sample)
- C CONTRACTOR'S Proposed Schedule (Not Attached to Sample)
- D CONTRACTOR'S EEO Certification
- E County's Administration
- F CONTRACTOR'S Administration
- G Form(s) Required at the Time of Contract Execution
- H Jury Service Ordinance
- I 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 _____ 2018 by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as "CONTRACTOR." _____ is located at _____.

RECITALS

WHEREAS, the County may contract with private businesses for 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

Los Angeles County Department of Children and Family Services

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

- 1.1 Exhibits A, B, C, D, E, F, G, H, and I, 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

shall 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:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - CONTRACTOR'S Proposed Schedule
- 1.4 Exhibit D - CONTRACTOR'S EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - CONTRACTOR'S Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - 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 shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 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 shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1.1 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.

- 2.1.1.2 **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.
- 2.1.1.3 **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.
- 2.1.1.4 **Subcontract:** An agreement by the CONTRACTOR to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **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'S in furtherance of CONTRACTOR'S performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.1.8 **County Contract Project 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.
- 2.1.1.9 **County Project 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 Manager.

2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.1.11 **CONTRACTOR Project Manager:** The person designated by the CONTRACTOR to administer the Contract operations under this Contract.

2.1.1.12 **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 shall 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 shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be one years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to four additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of 5 years. Each such extension option may be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors).

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.

- 4.3 The CONTRACTOR shall 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 shall send written notification to DCFS at the address herein provided in Exhibit E - County's Administration.

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The total contract sum is \$_____

5.2 Written Approval for Reimbursement

5.2.1 The CONTRACTOR shall 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, shall not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

5.3.1 The CONTRACTOR shall 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 shall send written notification to DCFS at the address herein provided in Exhibit E, County's Administration.

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

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

5.5 Invoices and Payments

- 5.5.1 The CONTRACTOR shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the County under the terms of this Contract. The CONTRACTOR'S payments shall be as provided in Exhibit B (Pricing Schedule) and the CONTRACTOR shall 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 shall be due to the CONTRACTOR for that work.
- 5.5.2 The CONTRACTOR'S invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The CONTRACTOR'S invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The CONTRACTOR shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

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

And a duplicate copy of the invoices to:

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

5.5.6 County Approval of Invoices

All invoices submitted by the CONTRACTOR for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall 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

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

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

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

6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the CONTRACTOR'S Project Manager on a regular basis; and

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

The County's Project 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's Contract Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall CONTRACTOR'S obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project 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 F (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 Manager

7.2.1 The CONTRACTOR'S Project Manager is designated in Exhibit F (CONTRACTOR'S Administration). The CONTRACTOR shall 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 Manager shall be responsible for the CONTRACTOR'S day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of CONTRACTOR'S Staff

- 7.3.1 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 Manager.

7.4 CONTRACTOR'S Staff Identification

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

- 7.4.1 CONTRACTOR is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. CONTRACTOR personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and CONTRACTOR personnel must immediately comply with such request.
- 7.4.2 CONTRACTOR shall notify the County within one business day when staff is terminated from working under this Contract. CONTRACTOR shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the CONTRACTOR.
- 7.4.3 If County requests the removal of CONTRACTOR'S staff, CONTRACTOR shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Intentionally Omitted

7.6 Confidentiality

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

7.6.2 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with all applicable federal, State and local laws, regulations, ordinances and directives regarding confidentiality.

8 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 shall be prepared and executed by the CONTRACTOR and by the Director of DCFS or his/her 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 shall be prepared and executed by the CONTRACTOR and by the Director of DCFS or his/her designee.

- 8.1.3 The Director of DCFS Department Head or his/her 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 shall 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 shall be prepared and executed by the CONTRACTOR and by the Director of DCFS or his/her designee.

8.2 Assignment and Delegation

- 8.2.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the CONTRACTOR may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, 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 without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.3 Authorization Warranty

8.3.1 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

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

8.5 Intentionally Omitted

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with 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) shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from CONTRACTOR for all such costs and expenses incurred by County in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

- 8.7.1 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 shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract

or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit D - CONTRACTOR'S EEO Certification.

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, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

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 shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
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 shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall 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 shall 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.
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, shall 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 shall 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 shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. 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 shall immediately make full written disclosure of such facts to the County. Full written disclosure shall 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 shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open

position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the CONTRACTOR. CONTRACTORS shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

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 shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 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 shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.
- 8.12.4.4 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of CONTRACTOR

These terms shall also apply to subcontractors of County CONTRACTORS.

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

8.13.1 The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the County's policy to encourage all County CONTRACTORS to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, 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 www.babysafela.org.

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 shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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 shall 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 shall 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 shall 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 shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended.

The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the CONTRACTOR hereby agree to regard facsimile 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, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described

above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this 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 shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent CONTRACTOR Status

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

- 8.22.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 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 shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 8.22.4 The CONTRACTOR shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Insurance Requirement

- 8.24.1 Without limiting CONTRACTOR'S indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract.

The County in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 A certificate of insurance coverage (Certificate) satisfactory to County shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to CONTRACTOR'S policy expiration dates. The County reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or subcontractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attn: Raul Ibarra, Contract Analyst

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

8.24.3 Intentionally Omitted

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

- 8.24.5 Failure to Maintain Insurance: CONTRACTOR'S failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this

Contract. County, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

- 8.24.6 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- 8.24.7 CONTRACTOR'S Insurance Shall Be Primary: CONTRACTOR'S insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 8.24.8 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 8.24.9 Intentionally Omitted
- 8.24.10 Deductibles: CONTRACTOR'S policies shall not obligate the County to pay any portion of any CONTRACTOR deductible or SIR. The County retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing CONTRACTOR'S payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 8.24.11 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three

(3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

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

8.24.14 Intentionally Omitted

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

8.25 Insurance Coverage Requirements

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

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

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not

performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the County, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) (this amount is established by each Department) per day per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart Appendix B(Statement of Work Exhibits) hereunder, and that the CONTRACTOR shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the CONTRACTOR; and/or (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the County cost due to the

failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall 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

- 8.27.1 If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

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 shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D (CONTRACTOR'S EEO Certification).
- 8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 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 shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The CONTRACTOR shall 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 shall 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 shall 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 shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

8.31.1 The CONTRACTOR shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the CONTRACTOR regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of DCFS or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The CONTRACTOR shall notify and provide to its employees, and shall 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 I, Safely

Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

- 8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - CONTRACTOR'S Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of DCFS shall 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

- 8.35.1 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 shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

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 Qualification (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 shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order 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 proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR'S need to identify its services and related clients to sustain itself, the County shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- 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) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the County, or its authorized

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

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 shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the CONTRACTOR to comply with any of the provisions of this subparagraph 8.38 shall 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 shall be either: a) repaid by the CONTRACTOR to the County by cash payment upon demand; or b) at the sole option of the County's Auditor-Controller, deducted from any amounts

due to the CONTRACTOR from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

CONTRACTOR'S proposed subcontract.

- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, CONTRACTOR shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, CONTRACTOR shall ensure delivery of all such documents to:

**Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attn: Raul Ibarra, Contract Analyst**

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

- 8.41.1 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) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall 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 shall 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 shall 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 shall:

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 shall 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 shall 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 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 shall 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 shall 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 shall 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 shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this 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 shall 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) shall 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 shall 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 shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 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 shall 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) shall 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

- 8.46.1 The CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall 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 shall 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

- 8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall

terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

- 8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

- 8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall 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 shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

- 8.51.1 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

8.52.1 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" shall 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 shall be grounds upon which County may terminate this contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

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

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 shall 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 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: (_____)
Name

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Mayor/Chair, Board of Supervisors

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

APPENDIX D

REQUIRED FORMS

EXHIBITS

BUSINESS FORMS

- 1 Proposer's Organization Questionnaire/Affidavit and CBE Information
- 2 Prospective Contractor References
- 3 Prospective Contractor List of Contracts
- 4 Prospective Contractor List of Terminated Contracts
- 5 Certification of No Conflict of Interest
- 6 Familiarity with the County Lobbyist Ordinance Certification
- 7 Proposer's EEO Certification
- 8 Attestation of Willingness to Consider GAIN/GROW Participants
- 9 Contractor Employee Jury Service Program Certification Form and Application for Exception

CERTIFICATIONS

- 10 Intentionally Omitted
- 11 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 12 Zero Tolerance Policy on Human Trafficking Certification
- 13 Intentionally Omitted

ESC PROGRAM FORMS

- 14 Prospective ESC Contractor(s) Information and Questionnaire
- 15 Emergency Shelter Care Services Contractor's Certification
- 16 ESC Services Prospective Contractor's Certification
- 17 Offer to Perform and Acceptance of Term and Condition
- 18 Emergency Shelter Care Services Capacity Agreement
- 19 Pricing Schedule – ESC Services Bed Availability Rate
- 20 Line Item budget

REQUIRED FORMS - EXHIBIT 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)?

☐ Yes ☐ No

If yes, complete:

Legal Name (found in Articles of Incorporation) _____

State _____ Year Inc. _____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's?

☐ Yes ☐ No

If yes, complete:

Name

County of Registration

Year became DBA

4. Is your firm wholly/majority owned by, or a subsidiary of another firm?

☐ Yes ☐ No

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years?

☐ Yes ☐ No

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

☐ Yes ☐ No If yes, provide information:

Proposer acknowledges and certifies that firm meets and will comply with the Proposer's Minimum Qualifications as stated in Paragraph 3.0, of this Request for Statement of Qualification.

REQUIRED FORMS - EXHIBIT 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

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

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

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

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

PROPOSER NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:			
PHONE NUMBER:		E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:	
PROPOSER OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE		DATE	

REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this Solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 4
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
<hr/>				
Name or Contract No.	Reason for Termination:			
<hr/>				

REQUIRED FORMS - EXHIBIT 5
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 6
FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:_____ Date:_____

REQUIRED FORMS - EXHIBIT 7
PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 8
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

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

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

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

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS - EXHIBIT 9

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

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

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

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

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

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS EXHIBIT 11

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 12

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

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

PROSPECTIVE CONTRACTOR'S INFORMATION

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

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

2. Date of Birth: _____ (mm/dd/year)

3. California State Foster Care License/Resource Family Approval Certificate Number: _____

4. Did you attach a copy of your California State Foster Care License/Resource Family Approval Certificate? Yes ☐ No ☐

5. Present Home Address: _____
Number and Street Address

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

Home Telephone Number: (_____) _____

Alternate Telephone Number: (_____) _____

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

7. How long have you been a Licensed Foster Parent/Approved Resource Parent under your current license/approval? _____ Years _____ Months

Do you have six months active experience as a licensed foster parent/approved resource parent with a valid license/approval issued by CDSS/CCL/County? Yes ☐ No ☐

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

8. If you have ever been a Licensed Foster Parent/Approved Resource Parent in another County or

State in the past, please list: Previous license/certificate number: _____

Number of years with previous license: _____

County/State: _____

9. Primary Licensed Foster Parent's/Approved Resource Parent's Social Security Number: _____

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

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

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

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

PROSPECTIVE ESC CONTRACTOR INFORMATION AND QUESTIONNAIRE

PROSPECTIVE CONTRACTOR'S INFORMATION (CON'T)

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

Yes No

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

Yes No

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

The name of your employer: _____

Employer's Address: _____
Number and Street Address

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

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

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

18. What is your work schedule?

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

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

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

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

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

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

PROSPECTIVE ESC CONTRACTOR INFORMATION AND QUESTIONNAIRE

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

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

First Name

Middle Name

Last Name

22. Date of Birth: _____(mm/dd/year)

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

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

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

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

ALTERNATE ESC SERVICES PROVIDER INFORMATION

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

First Name

Middle Name

Last Name

28. Does Alternate ESC Services Provider reside in your home? Yes No

Relationship to you, if any _____

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

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

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

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

OTHER PEOPLE RESIDING IN YOUR HOME

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

A. _____
First Name Middle Name Last Name

Date of Birth _____ Age _____

Relationship to you, if any _____

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

PROSPECTIVE ESC CONTRACTOR INFORMATION AND QUESTIONNAIRE

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

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

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

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

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

POPULATION TO BE SERVED

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

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

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

	Female	Male	Both
Children Ages 0-17 and Non-Minor Dependents			
Teen mother and infant (one adult bed and one crib)			
Siblings Group, (a minimum of 4 beds) Ages 0-20			

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

PROSPECTIVE ESC CONTRACTOR INFORMATION AND QUESTIONNAIRE

SERVICE HISTORY AND PLAN

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

37. Name of day care provider: _____

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

Yes No

Please indicate the date and explain the incident: _____

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

Yes No

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

TRANSPORTATION

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

Yes No

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

Only myself Myself and someone else Only someone else

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

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

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

PROSPECTIVE ESC CONTRACTOR INFORMATION AND QUESTIONNAIRE

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

Name: _____

Name: _____

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

License Plate Number _____ Make _____

Model _____ Year _____

License Plate Number _____ Make _____

Model _____ Year _____

License Plate Number _____ Make _____

Model _____ Year _____

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

(1) Name: _____

Address: _____

Telephone: _____

CDL Number/Expiration Date: _____

Auto Insurance Provider: _____

Policy Number: _____ Expiration Date: _____

(2) Name: _____

Address: _____

Telephone: _____

CDL Number/Expiration Date: _____

Auto Insurance Provider: _____

Policy Number: _____ Expiration Date: _____

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

PROSPECTIVE ESC CONTRACTOR INFORMATION AND QUESTIONNAIRE

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

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

Approved by:

EMERGENCY SHELTER CARE SERVICES CONTRACTOR'S CERTIFICATION

Emergency Shelter Care Services Contractor

I, _____,
 First Name Middle Name Last Name

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

I, _____,
 First Name Middle Name Last Name

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

 Legal Name of Prospective Contractor Signature of Prospective Contractor Date

Emergency Shelter Care Service Co-Contractor (if applicable)

I, _____,
 First Name Middle Name Last Name

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

I, _____,
 First Name Middle Name Last Name

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

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

ESC SERVICES PROSPECTIVE CONTRACTOR'S CERTIFICATION

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

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

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

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

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

PROSPECTIVE CONTRACTOR:

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

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

Date

PROSPECTIVE CO-CONTRACTOR (if applicable):

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

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

Date

**EMERGENCY SHELTER CARE SERVICES
CAPACITY AGREEMENT**

Contractor's Name: _____

Contractor's Foster Family Home License/Resource Family Approval Certificate Number: _____

Contractor's Vendor Number: _____

Address: _____

City, State and Zip Code: _____

Telephone Number(s): _____

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

Licensed/Approved Capacity (Number of Beds): _____

DCFS Approved Capacity (Number of Beds): _____

EMERGENCY SHELTER CARE SERVICES CAPACITY:

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

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

Number of Beds _____ for Children, ages 3-20 Male _____ Female _____

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

Number of Beds _____ for sibling group, ages 0-20 (A minimum of four beds must be available for sibling groups with a maximum of two children per bedroom)

Contractor's Signature _____ Date _____

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

PRICING SCHEDULE – EMERGENCY SHELTER CARE SERVICES BED AVAILABILITY RATES

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

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

Bed Placement Category	Monthly Rate Per Available Bed	Minimum Service Capacity of Available Beds ¹	Number of Available Fluctuating Beds ²	Annual Cost for Available Beds
Children Ages 0-17 and Non-Minor Dependents For sibling groups, 4-beds must be available at minimum.	\$400			
Teen Mom and her Infant ³	\$600			

CONTRACTOR's Signature

CO-CONTRACTOR's Signature (if applicable)

¹ The total number of beds cannot exceed the bed capacity per your Foster Family Home license or Resource Family Approval certificate and Title 22 Regulations.

² If a bed vacancy exceeds 60 days, CPM reserves the right to withhold the Bed Availability rate payment and place the bed on "off-call" status until a placement is secured.

³ Rate includes one bed for the mother and a separate crib for the infant, in the same room.

LINE ITEM BUDGET

CONTRACTOR/CO-CONTRACTOR: _____

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

INCOME:

Estimated Total Monthly ESC Contract Revenue: _____

EXPENSES:

Automobile Insurance: _____

Homeowners Liability Insurance: _____

Renters Liability Insurance: _____

Mortgage/Rent: _____

Telephone/Communication: _____

Utility: _____

Food: _____

Clothing expense for ESC child: _____

Laundry items for ESC Services beds: _____

Linen for ESC beds: _____

Other items for availability of ESC Services beds

List: _____:

_____:

Total Monthly Expenses: _____

Income Over Expenses: _____

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name:	Date of Request:
Project Title:	Project 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

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

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

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE. . . .

The importance of small business to the County. . .

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

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

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

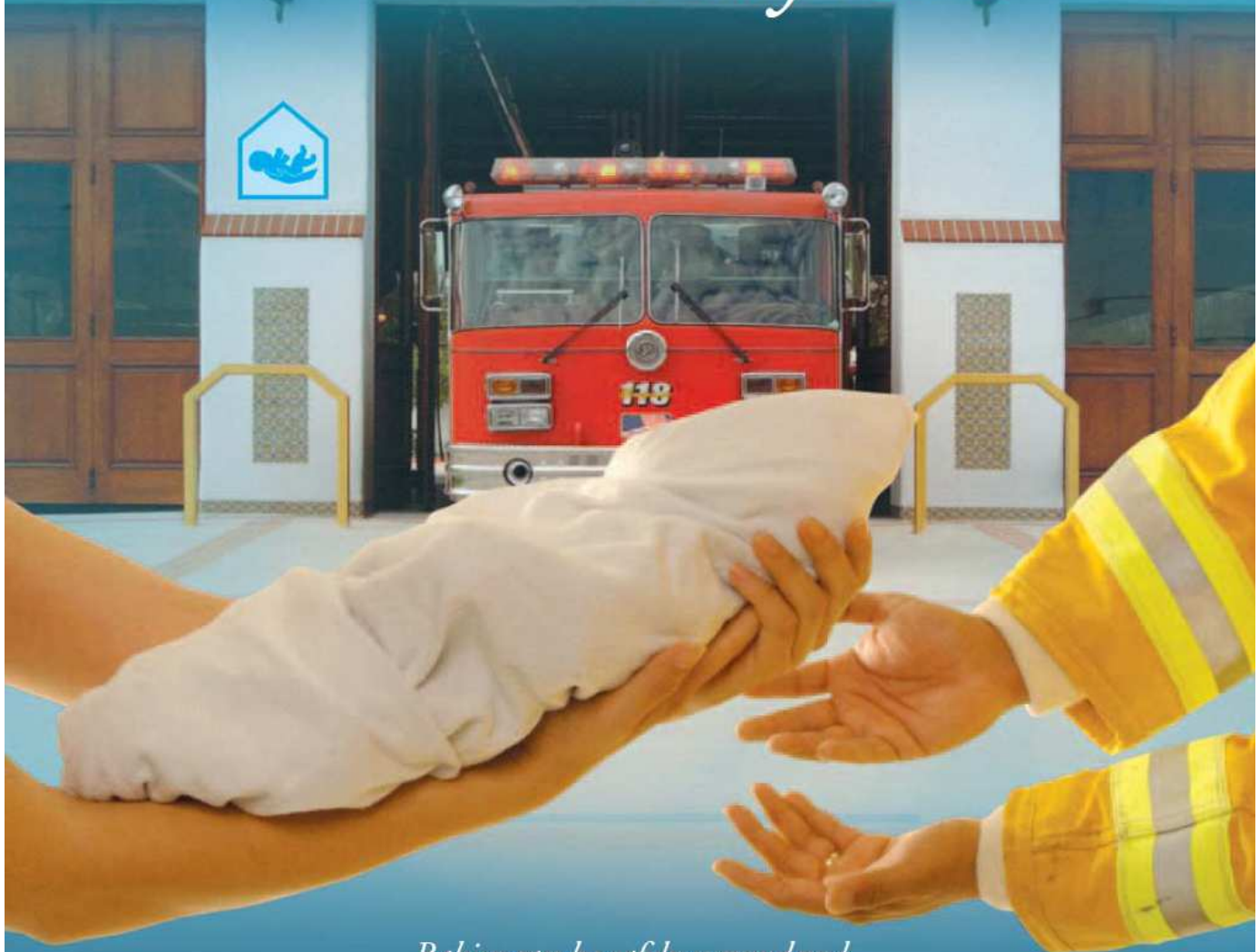
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)
Cat. No. 205991

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

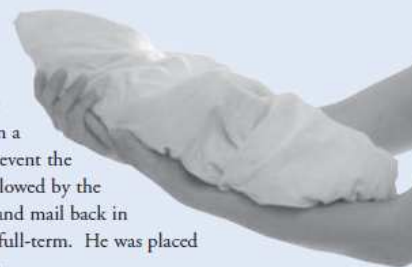
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

2.202.010 Findings and declaration.**2.202.020 Definitions.****2.202.030 Determination of contractor non-responsibility.****2.202.040 Debarment of contractors.****2.202.050 Pre-emption.****2.202.060 Severability.****2.202.010 Findings and declarations.**

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.
(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

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AND CONTRACTOR DEBARMENT

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- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
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- (12) Whether a contractor participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

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- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 19).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

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2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

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3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

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- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)