

SUBCONTRACT

32733

This SUBCONTRACT is made and entered, in duplicate, as of June 25, 2012 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on April 19, 2005, by and between BEHAVIORAL HEALTH SERVICES, INC. DBA JOINT EFFORTS, INC., a California nonprofit corporation, with offices located at 505 S. Pacific Avenue, Suite 201, San Pedro, California 90731 (hereafter "Subcontractor"), and the CITY OF LONG BEACH, a California municipal corporation (hereafter "Contractor" or "City").

WHEREAS, Contractor has entered into a Contract for City's Family Preservation Program (hereafter "Prime Contract") with the County of Los Angeles (hereafter "County"); and

WHEREAS, in order to fulfill its obligations to County under the Prime Contract, Contractor desires to engage Subcontractor to provide community preservation network services; and

WHEREAS, Subcontractor desires to perform such work in accordance with the terms and conditions of this Subcontract;

NOW, THEREFORE, Contractor and Subcontractor agree as follows:

1. PRIME CONTRACT. Notwithstanding any other provision of this Subcontract, this contract is a Subcontract under the terms of the Prime Contract with County and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. All representations and warranties contained in this Subcontract shall inure to the benefit of the County.

1.1 The Contractor shall attach a copy of the Prime Contract as Exhibit "A" to this Subcontract.

2. SERVICES. The Subcontractor shall provide services in accordance with the Prime Contract and Exhibit "B" identifying the services and rates of

1 Subcontractor. Exhibit "B" is attached to this Subcontract and incorporated by reference.  
2 Subcontractor shall comply with the Prime Contract in performing its obligations under  
3 this Subcontract unless the context clearly indicates otherwise. Subcontractor shall  
4 request clarification from Contractor regarding whether or not specific portions of the  
5 Prime Contract apply. A breach of the Prime Contract shall be a breach of this  
6 Subcontract.

7 3. TERM OF SUBCONTRACT. The term of this Subcontract shall  
8 commence on July 1, 2012 and shall expire on December 30, 2012, unless terminated  
9 earlier pursuant to any of the conditions for termination in the Prime Contract.

10 4. PAYMENT.

11 Contractor shall compensate Subcontractor a total maximum  
12 contract sum not to exceed \$100,000 for the term of this Subcontract to  
13 provide the services designated in Section 2.0 of this Subcontract.

14 4.1 Contractor shall have no obligation to pay for any work  
15 performed by Subcontractor except for those services which are expressly  
16 authorized pursuant to this Subcontract and which are provided during the term of  
17 this Subcontract.

18 4.2 Contractor shall disburse the funds payable hereunder in due  
19 course of payments following receipt from Subcontractor of monthly billing  
20 statements in a form approved by Contractor for the preceding month, and  
21 conditioned on the Contractor's receipt of the monthly progress report from  
22 Subcontractor.

23 4.3 Contractor shall have no obligation to pay Subcontractor until  
24 and unless Contractor receives monthly progress reports that summarizes  
25 Subcontractor's performance under this Subcontract during the immediately  
26 preceding month, and that describes Subcontractor's progress in providing the  
27 services stated in Exhibit "B".

28 4.4 Contractor's obligation to pay Subcontractor arises only after

1 receipt of funds from the County under the Prime Contract.

2 4.5 Subcontractor shall submit invoices on a monthly basis.  
3 Subcontractor shall prepare and submit monthly invoices within fifteen (15)  
4 calendar days after the end of the month in which services were provided.  
5 Attached to each invoice shall be documentation to support the invoiced amounts.  
6 Failure to submit a completed invoice with proper back-up documentation may  
7 result in late payment of the invoice. Contractor reserves the right to refuse  
8 payment of invoices received sixty (60) days after the services were provided.

9 4.6 Subcontractor shall maintain all records relating to the  
10 performance of this Subcontract in accordance with generally accepted accounting  
11 principles and in the manner prescribed by Contractor. Subcontractor's records  
12 shall be current, complete and available for inspection and audit during its normal  
13 business hours, during the term of this Subcontract and for a period of three (3)  
14 years after termination as deemed necessary by the City Auditor, any other  
15 representative of the City, and the County or any duly authorized representative of  
16 the County. Subcontractor shall provide access to all documents and materials  
17 relating to Contractor and to Subcontractor's operations, and Subcontractor shall  
18 provide any information that the City Auditor, other City representatives, the  
19 County, and the County's representatives require in order to monitor and  
20 evaluation Subcontractor's performance. Subcontractor shall provide all reports,  
21 documents or information requested by City or the County within three (3) days  
22 after a written or oral request from a City or County representative, unless a longer  
23 period of time is otherwise expressly stated by said representative. Each month  
24 Subcontractor shall submit performance reports certified by one of Subcontractor's  
25 officers or its Executive Director identifying the services performed.

26 5. ANTI-DISCRIMINATION. In the performance of this Subcontract,  
27 Subcontractor shall not discriminate against any employee, applicant for employment or  
28 service, or subcontractor because of race, color, religion, national origin, sex, sexual

1 orientation, AIDS, HIV status, age, disability or handicap. Subcontractor shall take  
2 affirmative action to assure that applicants are employed or served, and that employees  
3 and applicants are treated during employment or services without regard to these  
4 categories. Such action shall include but not be limited to the following: employment,  
5 upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or  
6 termination; rates of pay or other forms of compensation; and selection for training,  
7 including apprenticeship.

8 Subcontractor shall permit access by City or any other agency of the  
9 County, state or federal governments to Subcontractor's records of employment,  
10 employment advertisements, application forms and other pertinent data and records for  
11 the purpose of investigation to ascertain compliance with the fair employment practices  
12 provisions of this Subcontract.

13 6. INDEPENDENT SUBCONTRACTOR.

14 6.1 In performing services hereunder, Subcontractor is and shall  
15 act as an independent subcontractor and not as an employee, representative, or  
16 agent of City. Subcontractor's obligations to and authority from the City are solely  
17 as prescribed herein. Subcontractor expressly warrants that it will not, at any time,  
18 hold itself out or represent that Subcontractor or any of its agents, volunteers,  
19 subscribers, members, officers or employees are in any manner officials,  
20 employees or agents of City. Subcontractor shall not have any authority to bind  
21 City for any purpose.

22 6.2 Subcontractor acknowledges and agrees that a) City will not  
23 withhold taxes of any kind from Subcontractor's compensation, b) City will not  
24 secure workers' compensation or pay unemployment insurance to, for or on  
25 Subcontractor's behalf, and c) City will not provide and Subcontractor and  
26 Subcontractor's employees are not entitled to any of the usual and customary  
27 rights, benefits or privileges of City employees.

28 7. NON-ASSIGNMENT. This Subcontract contemplates the personal

1 services of Subcontractor and Subcontractor's employees. Subcontractor shall not  
2 delegate its duties or assign its rights hereunder, or any interest herein or any portion  
3 hereof, without the prior written consent of Contractor which the Contractor may withhold  
4 in its discretion. Any attempted assignment or delegation shall be void, and any assignee  
5 or delegate shall acquire no right or interest by reason of such attempted assignment or  
6 delegation.

7 8. THIRD PARTY BENEFICIARY.

8 8.1 Contractor and Subcontractor understand and agree that this  
9 Subcontract is entered into for the benefit of County, and that County is hereby  
10 expressly made a third party beneficiary of this Subcontract.

11 8.2 Notwithstanding any other provision of this Subcontract,  
12 County does not intend for Subcontractor to acquire any rights as a third party  
13 beneficiary of Prime Contract.

14 9. INDEMNIFICATION. Subcontractor shall defend, protect, indemnify  
15 and hold City, its officials, employees and agents harmless from and against any and all  
16 claims, demands, causes of action, costs or expense (including reasonable attorney's  
17 fees), damage, loss, or liability of any kind or nature arising from the alleged negligent  
18 acts, omissions or misrepresentations of Subcontractor, its officers, agents or employees  
19 in the performance of this Subcontract or from any payment that City must make to the  
20 County under the Prime Contract. Subcontractor shall pay any settlement or satisfy any  
21 judgment rendered against either Subcontractor or City as a result of said negligent acts,  
22 omissions or misrepresentations of Subcontractor, its officers, agents or employees in the  
23 performance of this Subcontract, or as a result of any payment that City must make to the  
24 County under the Prime Contract.

25 10. INSURANCE. Without limiting Subcontractor's indemnification of  
26 County, and during the term of this Subcontract, Subcontractor shall provide and  
27 maintain at its own expense the following programs of insurance. Such programs and  
28 evidence of insurance shall be satisfactory to the County and the City, and shall be

1 primary to, and not contributing with, any other insurance maintained by the County. As  
2 stated in Section 8.27.6, Insurance Coverage Requirements for Subcontractors,  
3 Subcontractor may be endorsed and named as an additional insured on City's liability  
4 insurance, if applicable.

5 Certificates or other evidence of coverage shall be delivered to City and to:  
6 Department of Children and Family Services  
7 Contracts Administration  
8 425 Shatto Place, Room 400  
9 Los Angeles, CA 90020  
10 Attention: Walter Chan, Manager

11 prior to commencing services under this Subcontract, shall specifically identify this  
12 Subcontract, and shall contain the express condition that County and City are to be given  
13 written notice by registered mail at least thirty (30) days in advance of any modification or  
14 termination of insurance.

15 10.1 Liability: Such insurance shall include:

16 10.1.1 General liability insurance written on a commercial  
17 general liability form equivalent in coverage scope to an ISO CG 00 01 form  
18 covering the hazards of premises/operations, contractual, independent  
19 contractors, products/completed operations, broad form property damage,  
20 and personal injury with a limit of no less than one million dollars  
21 (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general  
22 aggregate and naming "The City of Long Beach, the County of Los  
23 Angeles, their Special Districts, Boards, Commissions, Elected officials,  
24 officers, agents, employees, and volunteers (collectively City, County and  
25 their Agents)" additional insureds on an endorsement equivalent in  
26 coverage scope to an ISO CG 20 26 form.

27 10.1.2 Comprehensive auto liability endorsed for Symbol 1  
28 ("any auto") with a combined single limit of no less than one million dollars

1 (\$1,000,000).

2 10.2 Workers' Compensation: Insurance in an amount and form to  
3 meet all applicable requirements of the Labor Code of the State of California,  
4 including Employers Liability with a limit of one million dollars (\$1,000,000) per  
5 accident or occupational illness, covering all persons who provide services for the  
6 City.

7 10.3 Professional Liability: Insurance covering liability arising from  
8 any error, omission, or negligent act of the Subcontractor with a limit of liability of  
9 no less than one million dollars (\$1,000,000) per claim and three million dollars  
10 (\$3,000,000) general aggregate. The coverage also shall provide an extended  
11 three-year (3) reporting period commencing upon termination or cancellation of  
12 this Subcontract.

13 10.4 Notwithstanding any other provision of this Subcontract,  
14 failure by Subcontractor to procure and maintain the required insurance shall  
15 constitute a material breach of this Subcontract and County and/or City may  
16 immediately terminate or suspend this Subcontract as a result thereof.

17 11. MISCELLANEOUS.

18 11.1 The City Manager or designee is authorized to administer this  
19 Subcontract and all related matters, and any decision of the City Manager or  
20 designee in connection herewith shall be final.

21 11.2 Subcontractor shall have the right to terminate this  
22 Subcontract at any time for any reason by giving thirty (30) days' prior notice of  
23 termination to Contractor, and Contractor shall have the right to terminate all or  
24 any part of this Subcontract at any time for any reason or no reason by giving five  
25 (5) days' prior notice to Subcontractor. If either party terminates this Subcontract,  
26 all funds held by Subcontractor under this Subcontract which have not been spent  
27 on the date of termination shall be returned to Contractor.

28 11.3 This document constitutes the entire understanding of the

1 parties and supersedes all other agreements, oral or written, with respect to the  
2 subject matter herein. This Subcontract shall not be amended, nor any provision  
3 or breach hereof waived, except in writing by the parties which expressly refers to  
4 this Subcontract.

5 11.4 This Subcontract shall be governed by and construed  
6 pursuant to the laws of the State of California.

7 11.5 This Subcontract including all exhibits shall not be amended,  
8 nor any provision or breach hereof waived, unless in writing signed by the parties  
9 which expressly refers to this Subcontract.

10 11.6 In the event of any conflict or ambiguity between this  
11 Subcontract and an exhibit, the provisions of this Subcontract shall govern.

12 11.7 The acceptance of any service or payment of any money by  
13 Contractor shall not operate as a waiver of any provision of this Subcontract, or of  
14 any right to damages or indemnity stated herein. The waiver of any breach of this  
15 Subcontract shall not constitute a waiver of any other or subsequent breach of this  
16 Subcontract.

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IN WITNESS WHEREOF, the parties hereto have caused this document to be duly executed with all formalities required by law as of the date first stated above.

BEHAVIORAL HEALTH SERVICES, INC.  
DBA JOINT EFFORTS, INC., a California  
nonprofit corporation

JULY 10, \_\_\_\_\_, 2012

By [Signature]  
Name HENRY VAN OUDHEUSDEN  
Title PRESIDENT/CEO

JULY 10 \_\_\_\_\_, 2012

By [Signature]  
Name SHIRLEY SUMMERS  
Title CHIEF OPERATING OFFICER

"Subcontractor"

CITY OF LONG BEACH, a municipal  
corporation

8.3 \_\_\_\_\_, 2012

By [Signature] **Assistant City Manager**  
City Manager

"Contractor"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Subcontract is approved as to form on 7/16, 2012.

ROBERT E. SHANNON, City Attorney

By \_\_\_\_\_  
Deputy [Signature]

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

# EXHIBIT A

29389

FORM CONTRACT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

CITY OF LONG BEACH  
CONTRACTOR

FOR

FAMILY PRESERVATION PROGRAM

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

August 2005

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
FAMILY PRESERVATION PROGRAM

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## EXHIBITS:

Exhibit A	Family Preservation Program Statement of Work (SOW)
Exhibit B	Budget
Exhibit C	Certification of Independent Price Determination
Exhibit D	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E	Community Business Enterprise (CBE) Form
Exhibit F-1	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit F-2	Non-Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit G	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit H	Internal Revenue Notice 1015
Exhibit I	Sample Subcontract
Exhibit J	Jury Service Program Certification – Los Angeles County Code 2.203 (Jury Service Program)
Exhibit K	Contract Discrepancy Report
Exhibit L	Safely Surrendered Baby Law
Exhibit M	Fixed Asset Instructions and Form

## Family Preservation Specific Exhibits:

Exhibit FP-B-1	Pricing Schedule
Exhibit FP-1	Referral to Mental Health
Exhibit FP-2	Referral Report to Mental Health
Exhibit FP-3	Probation Department Referral Service Authorization (FP/Prob-1324)
Exhibit FP-4	Probation Department On-Site Contact Report
Exhibit FP-5	County of Los Angeles Probation Department FP Program Auxiliary Fund Authorization
Exhibit FP-6	Auxiliary Fund Procedures
Exhibit FP-7	Expense Claim for Lead Agency Auxiliary Fund Reimbursement
Exhibit FP-8	FP Service Agreement (English & Spanish)
Exhibit FP-9	MCPC Confidential Declaration
Exhibit FP-10	MCPC Service Plan
Exhibit FP-11	MCPC Service Plan Agreement
Exhibit FP-12	Monthly Progress Report
Exhibit FP-13	Excused Absence Approval
Exhibit FP-14	First and Second Unexcused Absence Alert
Exhibit FP-15	Technical Review Check Lists
Exhibit FP-16	Family Functioning Assessment Tool
Exhibit FP-17	California Family Risk Assessment

Exhibit FP-18	Statement of Received, Expended & Unexpended Funds
Exhibit FP-19	Alternative Response Confidentiality Declaration
Exhibit FP-20	Alternative Response Service Plan
Exhibit FP-21	Consent to Release and Exchange Information – DCFS 802/802S (English & Spanish)
Exhibit FP-22	In-Home Counseling/Follow-up Progress Notes
Exhibit FP-23	SPA Allocation
Exhibit FP-24A	Family Preservation Agency Weekly Case Count Form
Exhibit FP-24B	Family Preservation Weekly Case/Family Counts
Exhibit FP-25	Service Progress Notes Form
Exhibit FP-26	Customer Satisfaction Survey
Exhibit FP-27	DCFS Form 800
Exhibit FP-28A	County's Administration
Exhibit FP-28B	Contractor's Administration
Exhibit FP-29	Drug and Alcohol Summary Log and Report
Exhibit FP-30	IRS W-9
Exhibit FP-31	Consent to Comply with Children's Bill of Rights

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND  
CITY OF LONG BEACH  
CONTRACTOR  
FOR  
FAMILY PRESERVATION PROGRAM**

This Contract is made and entered into this 15<sup>th</sup> day of August 2005 by and between the County of Los Angeles Department of Children and Family Services hereinafter referred to as COUNTY and CITY OF LONG BEACH, hereinafter referred to as CONTRACTOR, who has to maintain an office within LAKEWOOD, DCFS office boundary to provide the required FP services.

**RECITALS**

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, the COUNTY may contract for Family Preservation services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a public governmental entity or a non-profit social service organization founded for religious, charitable or social welfare purposes and is tax exempt under 501 (c) (3) of the Internal Revenue Code, specializing in providing Family Preservation services; and

WHEREAS, pursuant to provisions of Assembly Bill 776, COUNTY may utilize a portion of the Federal Promoting Safe and Stable Families (PSSF) funds and the allocated State General funds for the COUNTY's Family Preservation Program to provide a comprehensive range of prevention, support, intervention, transitional and maintenance services for families in the communities of Los Angeles COUNTY; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary to protect children while strengthening and preserving families, thereby reducing the number of out-of-home placements and expediting the safe return of children to families; and

WHEREAS, COUNTY desires to provide Family Preservation Services; and

WHEREAS, the County of Los Angeles Board of Supervisors has delegated the authority to the Director of the Department of Children and Family Services (DCFS) to execute the Contract; and

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

## 1.0 APPLICABLE DOCUMENTS

Exhibits A-2, B, C, D, E, F-1, F-2, G, H, I, J, K, L, M, FP-B-1, FP-1, FP2, FP-3, FP-4, FP-5, FP-6, FP-7, FP-8, FP-8A, FP-9, FP-10, FP-11, FP-12, FP-13, FP-14, FP-15, FP-16, FP-17, FP-18, FP-19, FP-20, FP-21, FP-22, FP-23, FP-24, FP-25, FP-26, FP-27, FP-28A, FP-28B, FP-29, FP-30 and FP-31 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, good, 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 Contract and then to the Exhibits according to the following priority.

### EXHIBITS:

Exhibit A	Family Preservation Program Statement of Work
Exhibit B	Budget
Exhibit C	Certification of Independent Price Determination
Exhibit D	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E	Community Business Enterprise (CBE) Form
Exhibit F-1	Contractor Acknowledgment and Confidentiality Agreement
Exhibit F-2	Non-Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit G	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit H	Internal Revenue Notice 1015
Exhibit I	Sample Subcontract
Exhibit J	Jury Service Program Certification – Los Angeles County Code 2.203 (Jury Service Program)
Exhibit K	Contract Discrepancy Report
Exhibit L	Safely Surrendered Baby Law
Exhibit M	Fixed Asset Instructions and Form

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Exhibit FP-6	Auxiliary Fund Procedures
Exhibit FP-7	Expense Claim for Lead Agency Auxiliary Fund Reimbursement



Exhibit FP-8	Service Agreement (English & Spanish)
Exhibit FP-8A	FP Program Consent To Release And Exchange Information
Exhibit FP-9	MCPC Confidential Declaration
Exhibit FP-10	MCPC Service Plan
Exhibit FP-11	MCPC Service Plan Agreement
Exhibit FP-12	Monthly Progress Report
Exhibit FP-13	Excused Absence Approval
Exhibit FP-14	First and Second Unexcused Absence Alert
Exhibit FP-15	Technical Review Check Lists
Exhibit FP-16	Family Functioning Assessment Tool
Exhibit FP-17	California Family Risk Assessment
Exhibit FP-18	Statement of Received, Expended and Unexpended Funds (H-10)
Exhibit FP-19	Alternative Response Confidentiality Declaration
Exhibit FP-20	Alternative Response Service Plan
Exhibit FP-21	Consent to Release and Exchange Information –DCFS 802/802S (English & Spanish)
Exhibit FP-22	In-Home Counseling/Follow-up Progress Notes
Exhibit FP-23	SPA Allocation
Exhibit FP-24	Lead Agency Weekly Count
Exhibit FP-25	Service Progress Notes Form
Exhibit FP-26	Customer Satisfaction Survey
Exhibit FP-27	DCFS Form 800
Exhibit FP-28A	County's Administration
Exhibit FP-28B	Contractor's Administration
Exhibit FP-29	Drug and Alcohol Summary Log and Report
Exhibit FP-30	IRS W-9
Exhibit FP-31	Consent to Comply with Children's Bill of Rights

## 2.0 DEFINITIONS

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

- 2.1 **CONTRACT:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a Contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.3 **CONTRACTOR PROJECT MANAGER:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

- 2.4 **COUNTY PROGRAM DIRECTOR:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.
- 2.5 **COUNTY PROGRAM MANAGER:** Person designated by COUNTY's Program Director to manage the operations under this Contract.
- 2.6 **COUNTY PROGRAM MONITOR:** The person with the responsibility to oversee the day-to-day activities of this Contract. This includes responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.
- 2.7 **DAY(s):** Calendar day(s) unless otherwise specified.
- 2.8 **FISCAL YEAR:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

### 3.0 **CONTRACTOR'S WORK**

- 3.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Family Preservation Program Statement of Work, Exhibit A. CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.
- 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.

### 4.0 **TERM OF CONTRACT**

- 4.1 The term of this Contract shall be for two (2) years, eleven (11) months commencing on August 1, 2005 or date of execution by the Director of DCFS, whichever is later, and shall continue through June 30, 2008, 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 the Contract term. Each such extension shall be exercised at the sole discretion of the COUNTY Board of Supervisors.
- 4.3 CONTRACTOR shall notify DCFS when this Contract is within six (6) months of expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DCFS at the address herein provided in Exhibit FP-28A, County's Administration.

## 5.0 CONTRACT SUM

5.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price Contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Family Preservation Program SOW, and at the rate of compensation set forth in Exhibit FP-B-1, Pricing Schedule.

5.2 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Section 8.4, Change Notices and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

5.3 The total amount payable under this Contract is \$1,894,185, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Contract for each of the Contract years shall not exceed \$595,315 for FY 2005-06, and \$649,435 for each FY 2006-07 and FY 2007-08, hereinafter referred to as "Maximum Annual Contract Sum" to provide the required FP services in the LAKEWOOD, DCFS office boundary that the CONTRACTOR shall serve.

5.4 CONTRACTOR shall utilize a maximum of ten percent (10%) of their Maximum Annual Contract Sum for administrative and indirect costs. Unless, the agency has a federal approved rate letter of over 10%.

### 5.5 **No Payment for Services Provided Following Expiration/ Termination of Contract**

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of the Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

## 5.6 Invoices and Payment

- 5.6.1 COUNTY's new Web-based Application System (billing function) will be implemented between four to six months after commencement of the Contract. Once the new Application System is available, CONTRACTOR shall begin to electronically invoice COUNTY in arrears via COUNTY's Web-based Application System. CONTRACTOR must have available the necessary electronic equipment as set forth in Section 7.5, Computer Requirements and Information Technology of this Contract, and in Exhibit A, Statement of Work, Section 5.4, Computer and Information Technology Requirements. In addition, to the electronic invoice, CONTRACTOR shall continue to send signed original hard copies of the invoices to the County's Program Manager for review and approval.
- 5.6.2 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. CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. CONTRACTOR's payments shall be as provided in Exhibit FP-B-1, 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.
- 5.6.3 CONTRACTOR shall be paid for services provided on a monthly basis. CONTRACTOR shall submit an invoice electronically in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days, at COUNTY's sole discretion, as long as sufficient funds remain available under the Contract. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit FP-B-1, Pricing Schedule.
- 5.6.4 COUNTY will prorate the payment for families/Probation youth that are served for less than a full month. The pro rata payment will be calculated by multiplying the monthly rate by a fraction, where the number of days the families/children were actually served is the numerator and the number of days in the invoiced month is the denominator. Payment shall commence as of the referral date and end on the effective termination date.

- 5.6.5 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-Profit Organizations and OMB A-87 Cost Principles for State, Local and Indian Tribal Governments.
- 5.6.6 Prior to the implementation of the COUNTY's Web-based Application System, CONTRACTOR shall submit the original monthly invoice to the DCFS Contract Payment Unit and one copy to the COUNTY's Program Manager for review and approval.

CONTRACTOR shall send original invoices to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Contract Payment Unit  
425 Shatto Place, Room 204  
Los Angeles, California 90020

And duplicate copies of the invoices to be approved to:

Department of Children and Family Services  
Family Preservation Program  
Attention: Otho Day, Program Manager  
425 Shatto Place, Room 501  
Los Angeles, California 90020

- 5.6.7 The Program Manager, or designee, shall review the detailed charges to ensure charges are in accordance with the Contract term and that invoiced services have been received. Upon review and approval of the monthly invoice, the Program Manager, or designee, shall return the invoice to Contract Payment Unit for payment.
- 5.6.8 Payment to CONTRACTOR shall be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY shall attempt to authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed and dated by the Program Manager or designee. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

- 5.6.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 5.6.10 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.6.11 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.6.12 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.6, Invoices and Payment, and 8.33, Notices, of this Contract, when expenditures under this Contract total seventy-five (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.6, Invoices and Payment, and 8.33, Notices, of this Contract, when this Contract is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses which are set forth in Sections 5.6, Invoices and Payment, and 8.33, Notices.

**5.7 Base Rate, Supplementary Services and TDT Funds**

- 5.7.1 CONTRACTOR shall use these funds for the required Base Rate Services, Supplementary Services, and TDT Services identified in Exhibit A, Family Preservation Program SOW.
- 5.7.2 CONTRACTOR may use up to five percent (5%) of the annual allocation amount for discretionary services/items.

CONTRACTOR must obtain prior written approval from the COUNTY Program Manager for any Discretionary Services expenditures estimated to be in excess of two thousand, five hundred dollars (\$2,500) for any individual item, event, activity or service.

- 5.7.3 In addition, all costs for Base Rate, Supplementary Services, and TDT services must be allowable under the Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-profit Organizations, or OMB A-87 "Cost Principles for State and Local Governments" as applicable.

**5.8 Limitations on the Use of Base Rate, Supplementary Services and TDT Funds**

Base Rate, Supplementary Services and TDT funds shall not be utilized for any of the following:

- 5.8.1 As security or to guarantee payments for any non-program obligations, such as loans for non-program activities or any other use prohibited under applicable Federal or State law or regulations.
- 5.8.2 To supplant any Federal, State or COUNTY funds currently provided for the full range of services to families.
- 5.8.3 Either directly or indirectly, for purposes of fund raising or for political campaigns.

**5.9 Cost Center**

CONTRACTOR shall establish a separate Family Preservation Cost Center to account for all revenue received, expended and unexpended from the Base Rate, Supplementary Services, and TDT Services Annual Amount. Revenue and expenses from other programs, including other parts of the Family Preservation Program, shall not be commingled in this Cost Center.

CONTRACTOR shall establish an additional Family Preservation Cost Center for billing of supplemental services for Alcohol and Drug Assessment and Treatment services. Revenue and expenses from other programs, including other parts of the Family Preservation Program, shall not be commingled in this Cost Center.

**5.10 Base Rate, Supplementary Services And TDT Monthly Detail Services Report.**

CONTRACTOR shall electronically input to COUNTY, by the 20th of each month following the month of service, a detailed service report of Base Rate, Supplementary Services and TDT Services. CONTRACTOR shall use the software provided by COUNTY as set forth in Section 7.5, Computer and Information Technology Requirements of this Contract. Amounts included on this report must be calculated on an accrual basis. The statement shall include interest earned on funds received.

**5.11 Statement of Received, Expended and Unexpended Funds (H-10)**

Unexpended Base Rate, Supplementary Services, and TDT services Contract amount, as calculated on the Statement of Received, Expended, and Unexpended Core Services Funds, Exhibit FP-18, shall be returned to COUNTY within thirty (30) days following the end of the applicable fiscal year. Any unexpended Base Rate, Supplementary Services, and TDT service funds at the expiration or termination of this Contract shall be returned to COUNTY within thirty (30) days following termination or expiration of this Contract.

**5.11.1 Auxiliary Services/Items**

CONTRACTOR shall purchase DCFS and COUNTY's Probation Department approved items for reimbursement from Auxiliary Funds according to the procedures set forth in Exhibit FP-6, "Auxiliary Fund Procedures and Exhibit FP-7, Expense Claim for Lead Agency Auxiliary Fund Reimbursement," and in Exhibit A, SOW. For COUNTY's Probation Department only, the CONTRACTOR shall use Exhibit FP-5, "County of Los Angeles Probation Department Family Preservation Program Auxiliary Fund Authorization."

5.11.2 Auxiliary fund purchases made by the CONTRACTOR shall include, but are not limited to, bedding, clothing, flatware and temporary emergency housing. Auxiliary fund services/items, which may be purchased only by DCFS/Probation, include, but are not limited to, furniture, beds, sofa beds, mattresses, cribs, chest of drawers, sofas and dining tables, and appliances such as, stoves and refrigerators, and items/services needed to serve medically fragile and deaf client(s).

5.11.3 CONTRACTOR shall be responsible for providing all necessary documentation of purchase for use and reimbursement of Auxiliary Funds.



## 6.0 ADMINISTRATION OF CONTRACT – COUNTY

### COUNTY'S ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sections are designated in Exhibit FP-28A, County Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

#### 6.1 COUNTY's Program Director

Responsibilities of the COUNTY Program Director include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Section 8.4, Change Notices and Amendments; and
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

#### 6.2 COUNTY's Program Manager (CPM)

The responsibilities of the COUNTY's Program Manager include:

- Meeting with CONTRACTOR's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

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

#### 6.3 COUNTY's Contract Program Monitor

The COUNTY's Contract Program Monitor is responsible for overseeing the day-to-day administration of this Contract.

## 7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

### 7.1 CONTRACTOR'S Project Manager

7.1.1 CONTRACTOR's Project Manager is designated under Contractor's Administration in Exhibit FP-28B. The

CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Manager.

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

## 7.2 Approval of CONTRACTOR'S Staff

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

7.2.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract.

## 7.3 Confidentiality

7.3.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.3.2 The CONTRACTOR shall inform all its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract. The CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement", Exhibit F-1.

7.3.3 The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Non-Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F-2.

## 7.4 Case Records

7.4.1 CONTRACTOR shall maintain case records on each client and family served. Case records shall include, but not be limited to, the authorized DCFS 800 referral, Probation referral form 1324, family service agreement(s), MCPC Service Plan agreement(s), service progress note(s), assessments made with CSW/DPO, unexcused absence alert(s), auxiliary fund authorization(s),

family specific monthly report(s) and other documentation as necessary.

- 7.4.2 CONTRACTOR is responsible for maintaining a copy of the authorized DCFS 800/FP 1324 form in the case record for every family served. For Probation referrals, CONTRACTOR shall notify the COUNTY's Probation Department's Program Manager, or his or her designee, prior to terminating services at the end of the service period authorized on the most current FP 1324. CONTRACTOR shall only provide services for the period indicated on the authorized DCFS 800/FP 1324.
- 7.4.3 CONTRACTOR shall utilize the serial number and or child identification number designated by DCFS/Probation for identifying each referred family and case record.
- 7.4.4 CONTRACTOR shall maintain all case records, and make them available upon request by COUNTY. CONTRACTOR shall maintain closed case records for a minimum of five (5) years after each fiscal year.
- 7.4.5 CONTRACTOR shall maintain records of all efforts made to obtain assistance for referred families.
- 7.4.6 CONTRACTOR shall document and maintain in its case record all of CONTRACTOR's notes, records and any needed approvals for the services provided. All services provided shall be documented on the Service Progress Notes, Exhibit FP-2.
- 7.4.7 CONTRACTOR shall maintain documentation in CONTRACTOR's family case record of the date and time of referrals and requests for Emergency Response services were received and the date and time the CONTRACTOR responded.

## 7.5 Computer and Information Technology Requirements

- 7.5.1 CONTRACTOR shall provide a computer, within thirty (30) days of commencement of the Contract, and an agreement for the on-site maintenance for the entire term of the Contract with the following hardware:
- ✓ Basic Computer
  - ✓ IBM or 100% compatible personal computer with at least Pentium III and 500 Mhz.
  - ✓ 256 Megabytes of memory or more
  - ✓ Desktop screen resolution of 1024 X 768

- ✓ Software:
- ✓ Microsoft Windows 2000, Windows XP, or a fully compatible system
- ✓ Internet Explorer 5.5 or fully compatible internet browser software
  
- ✓ Internet Access:
- ✓ High Speed internet access (DSL or Cable Modem)
- ✓ Establish linkages with the automated Information Technology System (ITS)

7.5.2 CONTRACTOR shall work cooperatively with DCFS' Information Technology Services staff and any contracted program evaluator, if applicable.

7.5.3 CONTRACTOR shall provide data entry staff to process electronic/fully automated invoices for the Web-based Application System (billing function) that is being implemented by COUNTY.

7.5.4 During the term of the Contract, COUNTY will provide software for CONTRACTOR's Web-based Application System. This software shall be installed and maintained by COUNTY.

## 8.0 STANDARD TERMS AND CONDITIONS

### 8.1 Assignment and Delegation

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director of DCFS or his or her designee. Any unapproved assignment or delegation shall be null and void. Any payments by DCFS to any approved delegate or assignee on any claim under this Contract shall be deductible, at DCFS' sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DCFS' express prior written approval, may result in the termination of this Contract.

## 8.2 Authorization Warranty

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.

## 8.3 Budget Reductions

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the Contract. 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. CONTRACTOR shall continue to provide all of the services set forth in the Contract.

## 8.4 Change Notices And Amendments

The COUNTY reserves the right to change any portion of the work required under this Contract, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be in writing and accomplished in the following manner:

8.4.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Contract, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of County Counsel must be obtained for any changes which affect the scope of work.

8.4.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Contract, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.

8.4.3 For purposes of Sections 8.4.1 and 8.4.2, a change materially alters a term or condition included in this Contract if it: (1) is

significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Contract; or (3) would result in a change in the Maximum Contract Sum set forth in Section 5.0, Contract Sum, of this Contract.

8.4.4 Notwithstanding the provisions of Sections 8.4.1 and 8.4.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Contract which increase payments to CONTRACTOR which are commensurate with increases in the units of service being provided under this Contract under the following conditions:

8.4.4.1 COUNTY's total payments to CONTRACTOR shall not increase more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Contract.

8.4.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Contract.

8.4.4.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Contract; and

8.4.4.4 The Director shall notify COUNTY's Board of Supervisor, Chief Administrative Officer, and County Counsel of all Contract changes; in writing, within fifteen (15) days following execution of such amendment.

## 8.5 Child Abuse Prevention Reporting

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

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

- 8.5.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a) to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
- 8.5.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.
- 8.5.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

## 8.6 Compliance with Applicable Law

- 8.6.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
  - 8.6.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
  - 8.6.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section

827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

- 8.6.1.3 CONTRACTOR agrees to comply fully with the terms of the Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 8.6.1.4 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 8.6.1.5 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR, its employees, agents or Subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Section 8.6.1, Compliance with Applicable Laws.

## 8.7 Compliance with Civil Rights Laws

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit 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 J, and incorporated by reference into and made a part of this Contract.

### 8.8.2 Written Employee Jury Service Policy



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

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

8.8.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any

time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

8.8.2.4 CONTRACTOR's violation of this Sub-section 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 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 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 Sub-section shall be a material breach of this Contract.

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

Should 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 Program Participants**

8.11.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief 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 shall refer GAIN/GROW participants by job category to the CONTRACTOR.

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 Former Foster Youth Consideration**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Sections 8.10 and 8.11, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Children and Family Services  
Attention: Emancipation Services

3530 Wilshire Boulevard, 4<sup>th</sup> Floor  
Los Angeles, California 90010  
Telephone # (213) 351-0100  
FAX: (213) 637-0035

The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where requests for application(s) may be sent, final date of acceptance for applications and any special circumstances relevant to the hiring procedure for said position(s).

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

### **8.13 CONTRACTOR Responsibility and Debarment**

#### **8.13.1 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.

#### **8.13.2 Chapter 2.202 of the County Code**

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 not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

#### **8.13.3 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 non-profit 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 non-profit 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.

#### 8.13.4 Contractor Hearing Board

8.13.4.1 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS 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.

8.13.4.2 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 DCFS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.13.4.3 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.

#### 8.13.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

**8.14 CONTRACTOR'S Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. DCFS will supply the CONTRACTOR with the poster to be used.

**8.14.1 Notice to Employees Regarding the Safely Surrendered Baby Law**

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit L of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.15 CONTRACTOR'S Warranty Of Adherence To County's Child Support Compliance Program**

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

8.15.2 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).

## 8.16 COUNTY'S Quality Assurance Plan

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected may be reported to the Board of Supervisors. The report 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.

## 8.17 Criminal Clearances

- 8.17.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent Contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the Subcontract and shall maintain such records in the file of each such person.
- 8.17.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent Contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 8.17.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

SECTION	TITLE
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of

	sexual penetration.
243.4	Sexual battery.
245	Assault with a deadly weapon or force likely to produce great bodily injury.
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person.
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Unlawful oral copulation.
289	Forcible acts of sexual penetration against the victim's will.
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college.
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult.
647 (a) & (d)	Disorderly conduct relating to lewd act/behavior or prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony.

### 8.18 Dispute Resolution

CONTRACTOR shall bring to the attention of the County Program Manager and/or County Program Director any dispute between the COUNTY and CONTRACTOR regarding the performance of services as



stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, DCFS Director, or his designee shall resolve it.

#### **8.19 Employment Eligibility Verification**

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

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

#### **8.20 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 Change Notices and Amendments prepared pursuant to Section 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and 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.

#### **8.21 Fair Labor Standards**

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.

#### **8.22 Fixed Assets**

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing five thousand dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

#### **8.23 Independent CONTRACTOR Status**

- 8.23.1 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 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.
- 8.23.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. 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.
- 8.23.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Worker's 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.

8.23.4 As previously instructed in Section 7.3, Confidentiality, CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F-1. CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Non-Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F-2.

#### 8.24 Indemnification

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

#### 8.25 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

8.25.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to: DCFS Contracts Administration, Attention: Walter Chan, Contracts Manager, 425 Shatto Place, Room 400, Los Angeles, California 90020, prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract.
- Clearly evidence all coverages required in this Contract.
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

8.25.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

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

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contracts Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or

securities entrusted to CONTRACTOR under the terms of this Contract.

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

8.25.6 **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
- CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

## 8.26 Insurance Coverage Requirements

8.26.1 **General Liability insurance** written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.26.2 **Automobile Liability insurance** (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

8.26.3 **Workers' Compensation and Employer's Liability Insurance:** providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law

for which CONTRACTOR is responsible. In all cases, the above insurance also shall include employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

8.26.4 **Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon termination or cancellation of this Contract.

8.26.5 **Property Coverage:** Such insurance shall provide deductibles of no greater than 5% of the property value, but shall not exceed \$5,000 per insured unit and shall include:

8.26.5.1 **Personal Property:** Special form ("all risk") coverage for the actual cash value of property, including but not limited to equipment, motor vehicles, computers and communication devices, purchased to provide services required under this contract.

8.26.6 **Crime Coverage:** Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the COUNTY as loss payee.

Employee Dishonesty:	\$ 500,000
Forgery or Alteration:	\$ 500,000
Theft, Disappearance and Destruction:	\$ 500,000
Computer Fraud:	\$ 500,000
Burglary and Robbery:	\$ 500,000

## 8.27 **Liquidated Damages**

8.27.6 If, in the judgment of the DCFS Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director or his designee, at his 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. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be

**AMENDMENT NUMBER THREE  
TO FAMILY PRESERVATION PROGRAM CONTRACT NUMBER 05-027-10 WITH  
CITY OF LONG BEACH**

This Amendment Number Three (hereinafter referred to as "Amendment") to Family Preservation (FP) Services Contract Number 05-027-10, (hereinafter referred to as "Contract"), adopted by the Board of Supervisors on July 26, 2005, is made and entered into by and between the County of Los Angeles, (hereinafter referred to as "COUNTY"), and City of Long Beach, (hereinafter referred to as "CONTRACTOR"), this 10 day of March 2010.

**WHEREAS**, COUNTY and CONTRACTOR are parties to an FP Program Contract and CONTRACTOR has been providing FP services to the COUNTY;

**WHEREAS**, the COUNTY has additional funding available for contractors servicing the Lakewood and West Los Angeles DCFS offices due to termination of the Gay and Lesbian Adolescent Social Services, Inc. (GLASS) contracts for FY 2009-10 and FY 2010-11;

**WHEREAS**, the additional funding must be reallocated to the Lakewood and West Los Angeles offices to ensure full utilization and maximize services to residents served by these offices; and

**WHEREAS**, the COUNTY has determined that no significant risk or liability is incurred by the COUNTY in the absence of crime insurance coverage and that crime coverage insurance is not necessary to successful performance by FP contractors; and

**WHEREAS**, the COUNTY has determined that property insurance coverage requirements in the Contract need updating to reflect the most recent County requirements; and

**WHEREAS**, Section 8.26 of the Contract requires changes; and

**WHEREAS**, two new County provisions are being added to bring the FP contract in compliance with the Defaulted Property Tax Reduction Program;

**NOW THEREFORE**, COUNTY and CONTRACTOR agree to modify the FP Contract as follows:

1. The Table of Contents is amended to add Exhibit N, Certification of Compliance with the County's Defaulted Property Tax Reduction Program.
2. Section 5.0, **CONTRACT SUM**, Subsection 5.3 is revised to read as follows:

5.3 The total amount payable under this Contract is [REDACTED], hereafter referred to as the "Maximum Contract Sum." The maximum amount payable under this Contract for each of the Contract years shall not exceed \$350,000 for FY 2005-06, and [REDACTED] for FY 2006-07, and [REDACTED] for FY 2007-08, and [REDACTED] for FY 2008-09, and [REDACTED] for FY 2009-10, and

[REDACTED] for FY 2010-11, if the option to extend is exercised, hereinafter referred to as "Maximum Annual Contract Sum" to provide the required FP services in the Lakewood DCFS office boundary that the CONTRACTOR shall serve.

3. Subsection 8.26.5 Insurance Coverage Requirements, Property Coverage is deleted in its entirety and replaced to read as follows:

8. 26.5 Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

4. Section 8.0, **STANDARD TERMS AND CONDITIONS**, Subsection 8.26, **Insurance Coverage Requirements**, Subpart 8.26.6, **Crime Coverage**, is deleted in its entirety, and Subpart 8.26.6 is hereby "intentionally left blank".

5. Section 5.60 **CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM** is being added, and read as follows:

**5.60 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.**

5.60.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and business that benefits 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.

5.60.2 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 remain in compliance, with Los Angeles County Code Chapter 2.206.

6. Section 5.61 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM** is being added, and read as follows:

**5.61 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.**



Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 5.60 "CONTRACTOR'S 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 another provision of this contract, failure of CONTRACTOR to cure such default within 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.

7. Exhibit N, Certification of Compliance with the County's Defaulted Property Tax Reduction Program, is added and incorporated as part of the Contract.
8. Exhibit B-6, Revised Budgets for FY 2009-10 (July 1, 2009 through June 30, 2010 and 2010-11) and FY 2010-11 (July 1, 2010 through June 30, 2011), if the option to extend is exercised, is attached herewith and incorporated as a part of Exhibit B, Budget.

**EXCEPT AS PROVIDED IN THIS AMENDMENT, ALL TERMS AND CONDITIONS OF CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.**

forwarded to the CONTRACTOR by the Director, or his designee, in a written notice describing the reasons for said action.

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

- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, 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.

8.27.8 The action noted in Sub-section 8.27.2 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.

8.27.9 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in this Section, and shall not, in

any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

## 8.28 Most Favored Public Entity

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

## 8.29 Nondiscrimination and Affirmative Action

8.29.6 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.

8.29.7 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D, CONTRACTOR's EEO Certification.

8.29.8 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.

8.29.9 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, or physical or mental disability, marital status, or political affiliation.

8.29.10 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.

8.29.11 CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Section 8.29 when so requested by the COUNTY.

8.29.12 If the COUNTY finds that any provisions of this Section 8.29 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 Practices 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.

8.29.13 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.

### **8.30 Non-Exclusivity**

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

### **8.31 Notice of Delays**

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

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

**8.33 Notices**

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 FP-28A, County's Administration and Exhibit 28B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. DCFS Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

All notices to COUNTY shall be sent, in duplicate, addressed as follows:

Department of Children and Family Services  
Contracts Administration  
Attention: Walter Chan, Contracts Manager  
425 Shatto Place, Room 400  
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to:

Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

**8.34 Prohibition Against Inducement or Persuasion**

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

**8.35 Proprietary Rights**

8.35.6 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained herein.

8.35.7 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software and modifications thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section 8.35. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

8.35.8 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".

8.35.9 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 8.35.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

8.35.10 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 8.35.4 for:

8.35.10.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 8.35.3;

8.35.10.2 Any materials, data and information covered under Sub-section 8.35.2; and

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

8.35.11 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from the loss or damage by any cause, including, but not limited to, fire and theft.

8.35.12 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

8.35.13 The provisions of Sub-sections 8.35.5, 8.35.6 and 8.35.7 shall survive the expiration or termination of this Contract.

### **8.36 Public Records Act**

8.36.6 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Section 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 Proposals (RFP) 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.

- 8.36.7 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

- 8.37.6 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:

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

8.37.6.2 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 Program Director. The COUNTY shall not unreasonably withhold written consent.

- 8.37.7 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Section 8.37 shall apply.

### 8.38 Record Retention and Inspection/Audit Settlement

- 8.38.6 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contract Accounting and Operating



Handbook. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

- 8.38.7 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California and its authorized representatives, and the Federal Government and its authorized representatives, including, but not limited to, the U.S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of the Contract, including, but not limited to, all financial records, timecards, other employment records, and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management review, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by the COUNTY in exercising its right under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.
- 8.38.8 In the event that an audit is conducted of CONTRACTOR specifically regarding this Contract by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.9 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required

by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

8.38.10 CONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including interviews of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Contract. CONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff, and board members in all such efforts.

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

8.38.12 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract upon which COUNTY may withhold reimbursement or terminate this Contract.

### 8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

## 8.40 Subcontracting

- 8.40.6 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.
- 8.40.7 If the CONTRACTOR desires to Subcontract, the CONTRACTOR shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed Subcontract; and
  - Other pertinent information and/or certifications requested by the COUNTY.
- 8.40.8 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR's employees.
- 8.40.9 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that CONTRACTOR has determined to Subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed Subcontract.
- 8.40.10 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. CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 8.40.11 COUNTY's Program Director is authorized to act for and on behalf of the COUNTY with respect to approval of any Subcontract and Subcontractor employees.
- 8.40.12 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.
- 8.40.13 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. CONTRACTOR shall ensure delivery of all such documents to:

DCFS Contracts Administration  
Attention: Walter Chan, Contracts Manager  
425 Shatto Place, Room 400  
Los Angeles, California 90020

before any Subcontractor employee may perform any work hereunder.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 8.15, 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 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 Section 8.43, Termination for Default and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

**8.42 Termination for Convenience**

8.42.6 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.7 After receipt of a notice of termination and except as otherwise directed by the COUNTY, CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.8 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 Section 8.38, Record Retention & Inspection/Audit Settlement.

#### 8.43 Termination For Default

8.43.6 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 Program Director:

- CONTRACTOR has materially breached this Contract;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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.

8.43.7 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-section 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. 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. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 8.43.

8.43.8 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 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 Sub-section 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.9 If, after the COUNTY has given notice of termination under the provisions of this Section 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 8.43, or that the default was excusable under the provisions of Sub-section 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 Section 8.42, Termination for Convenience.

8.43.10 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 8.43.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 8.43.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the DCFS Director, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.24, Indemnification.

8.43.11 The rights and remedies of the COUNTY provided in this Section 8.43 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

8.44.6 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.

8.44.7 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.

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

#### 8.45 Termination For Insolvency

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

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

- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.45.7 The rights and remedies of the COUNTY provided in this Section 8.45 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**

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**

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. COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Warranty against Contingent Fees**

8.48.6 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.

8.48.7 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.



## **8.49 Interpretation of Contract**

### **8.49.6 Validity**

The invalidity, unenforceability, or illegality of any provision of this Contract shall not render the other provisions thereof invalid, unenforceable, or illegal.

### **8.49.7 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. 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.

### **8.49.8 Captions and Section Headings**

Each section and certain subsections of this Contract have been supplied with captions that serve only as guides to the contents. The captions do not control the meaning of any section or subsection or in any way determine this Contract's interpretation or meaning.

### **8.49.9 Waiver**

Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall be in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or Contracts herein contained be construed as in any manner changing the terms of this Contract or stopping COUNTY from enforcing the full provisions thereof.

## 8.50 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within ten (10) business days after Contract effective date, the Contractor shall provide the County within the Contractor's policy for receiving, investigating and responding to user complaints.

8.50.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.50.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.50.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

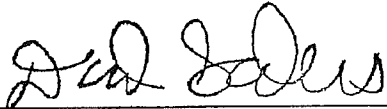
8.50.4 The Contractor shall preliminarily investigate all complaints and notify the County's Program manager of the status of the investigation within five (5) business days of receiving the complaint.

8.50.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the County's Program Manger within three (3) business days of mailing to the complainant.

CONTRACT BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND  
CITY OF LONG BEACH  
FOR  
FAMILY PRESERVATION SERVICES

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

COUNTY OF LOS ANGELES



DAVID SANDERS, PH.D.  
DIRECTOR, DEPARTMENT OF  
CHILDREN AND FAMILY SERVICES

CITY OF LONG BEACH  
CONTRACTOR

BY Christine F. Shipp

Christine F. Shipp  
Print or Type Name

Assistant City Manager  
Title

APPROVED AS TO FORM BY THE  
OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR.

BY \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

By Signature on file  
Deputy County Counsel

\_\_\_\_\_  
Title

Tax ID Number \_\_\_\_\_

FAMILY PRESERVATION CONTRACT  
08/01/05

50

APPROVED AS TO FORM

7/27, 20 05  
ROBERT E SHANNON, City Attorney

BY L. J. Guin  
SENIOR DEPUTY CITY ATTORNEY

EXHIBIT B

THE CITY OF LONG BEACH

FAMILY PRESERVATION PROGRAM

SUBCONTRACTOR FOR DCFS FAMILY PRESERVATION SERVICES

Agency

**BEHAVIORAL HEALTH SERVICES, INC., ada JOINT EFFORTS, INC.**  
505 South Pacific Ave., Suite 205  
San Pedro, CA 90731  
(310) 831-2358

Services to be Provided

Family Preservation Base Rate and Support Services

Rate

- 1) \$ 976.50 per case per month (to be prorated for partial month)
- 2) \$ 46.50 per In-Home Outreach Counseling (BA)
- 3) \$ 55.80 per In-Home Outreach Counseling (MA/MSW under licensed supervision)

Attendance at the CFPN Monthly Network meeting is required. Executive Director or designee to attend at least six (6) Network meetings per contract year.

**DEFINITION OF SERVICES**

FAMILY PRESERVATION BASE RATE AND SUPPLEMENTAL SERVICES

Family Preservation Base Rate Services include In-Home Outreach Counseling visits, clinical direction, and the Multidisciplinary Case Planning Committee (MCPC). Family Preservation Supplemental Services include Child Focused Activities, Child Follow-up Visits, Counseling Services, Drug Testing, Emergency Housing, Parenting Training Services/Fatherhood Program, Substance Abuse Assessment and Treatment, Substitute Adult Role Model Services (SARM), Teaching and Demonstrating Homemaker Services (T&D), and Transportation Services. Subcontractor will provide all services and documentation in compliance with requirements in the Prime Contract and the Family Preservation Program Statement of Work (Exhibit A-2 of the Prime Contract). Subcontractor will be responsible for all related administrative functions, including but not limited to: all required case documentation and reporting, Family Preservation Archive data collection and data entry, staff training and supervision, Auxiliary Fund requests, and quality assurance activities.