



PATRICIA S. PLOEHN, LCSW
Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

November 15, 2007

Board of Supervisors
GLORIA MOLINA
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YVONNE B. BURKE
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Dear FFA and/or GH Service Providers and Prospective Contractors:

**ADDENDUM NUMBER TWO TO REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
#CMS 07-021/023 FOR FOSTER FAMILY AGENCY/GROUP HOME FOSTER CARE
SERVICES**

Addendum Number Two is issued by the County of Los Angeles Department of Children and Family Services (DCFS) to all holders of the Foster Family Agency/Group Home Foster Care Services RFSQ #CMS 07-021/023 released on August 31, 2007. Addendum Number Two amends sections of the RFSQ as provided below.

A prospective contractor's failure to incorporate the requirements of this Addendum Number Two may result in the statement of qualifications not being considered, as determined at the sole discretion of the County.

The following changes/additions are being made to the RFSQ:

- I. RFSQ, Section 3.0, Instructions to Prospective Contractors, Sub-section 3.3 RFSQ Timetable, and Sub-paragraph 3.3.1 Subsequent Periods for SOQ Submission and Review are amended to read as follows:

RFSQ Release and Initial SOQ Submission Review Period:

- | | |
|---|--------------------------|
| ➤ Release of RFSQ | August 31, 2007 |
| ➤ Request for a Solicitation Requirements Review Due | September 17, 2007 |
| ➤ <u>GH</u> Written Questions Due (<i>optional</i>) | November 20, 2007 |
| ➤ <u>GH</u> Prospective Contractor's Conference Date (<i>optional</i>) | November 27, 2007, |
| ➤ <u>GH</u> Questions and Answers Released By | December 21, 2007 |
| ➤ <u>FFA</u> Written Questions Due (<i>optional</i>) | January 2, 2008 |
| ➤ <u>FFA</u> Prospective Contractor's Conference Date (<i>optional</i>) | January 9, 2008 |
| ➤ <u>FFA</u> Questions and Answers Released By | January 25, 2008 |
| ➤ SOQ due by (Pacific Time) 6:00 PM, January 31, 2008 | <u>February 29, 2008</u> |

3.3.1 Subsequent Periods for SOQ Submission and Review

After the initial contract start date, additional periods for submitting SOQs shall be available annually. County reserves the right, at its sole discretion, to adjust the schedule for subsequent periods of SOQ submission, based on the needs of County. Notification of the specifics regarding the deadline for submission, submission of recommendations for contracts to the County’s Board of Supervisors, and anticipated contract start dates with regard to the subsequent submission periods shall be posted as an addendum to the RFSQ on County’s Website, (www.lacdcfs.org/contracts/index.html) and DCFS Website at <http://camisvr.co.la.ca.us/lacobids/>.

Prospective Contractors who register on the County’s Web Site under Human Services: Family and Social Services, Code 95243; Foster Home and Adoption Services, Code 95247; and Youth Care Services, Code 95295, shall receive email notifications of any postings.

Tentatively, SOQs will be accepted for review during the following periods.

SUBSEQUENT SUBMISSION DATES	CONTRACT TERM DATES
April 6, 2009 through April 20, 2009	August 1, 2009 through July 31, 2010
April 6, 2010 through April 20, 2010	August 1, 2010 through July 31, 2011
April 6, 2011 through April 20, 2011	August 1, 2011 through July 31, 2012
April 6, 2012 through April 20, 2012	August 1, 2012 through July 31, 2013

SUBSEQUENT SUBMISSION DATES	CONTRACT TERM DATES
August 3, 2009 through August 17, 2009	November 1, 2009 through October 31, 2010
August 3, 2010 through August 17, 2010	November 1, 2010 through October 31, 2011
August 3, 2011 through August 17, 2011	November 1, 2011 through October 31, 2012
August 3, 2012 through August 17, 2012	November 1, 2012 through October 31, 2013

- II. RFSQ, Section 3.0, Instructions to Prospective Contractors, Sub-section 3.5 Contractors’ Questions (optional), is amended to read as follows:

3.5 Contractors’ Questions (optional)

Prospective Contractors may submit written questions regarding this RFSQ by mail, fax or e-mail to the Contracts Analyst identified below. All eQuestions regarding GHs must be received by **5:00 PM, November 20, 2007**, and questions regarding FFAs must be received by **5:00 PM, January 2, 2008**. All questions, without identifying the submitting firm, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. The addendum will be posted on DCFS’ Website at www.lacdcfs.org/contracts/index.html, and the County’s Website at <http://camisvr.co.la.ca.us/lacobids/>

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

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage prospective Contractors or, due to unclear instructions, may result in the County not receiving the best possible responses from prospective Contractor.

Questions should be addressed to:

Name: Felicia Carreker
Address: Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

Fax #: (213) 380-4623
e-mail address: ffagh@dcfs.lacounty.gov

- III. RFSQ, Section 3.0, Instructions to Prospective Contractors, Sub-section 3.6 Prospective Contractor's Conference (optional), is amended to read as follows:

3.6 Prospective Contractor's Conferences (optional)

A prospective GH Contractor's Conference, and a separate FFA Contractor's Conference will be held to discuss the RFSQ. The conference is optional for prospective Contractors, however, attendance is highly recommended. It is also recommended that prospective Contractors bring a copy of the RFSQ to the conference for reference. County staff will respond to questions from prospective Contractors. The GH Prospective Contractor's Conference is scheduled as follows:

Date: November 27, 2007
Time: 9:00 AM until the last question or 12:00 PM, whichever is sooner
Address: Arboretum of Los Angeles County
Ayers Hall
310 North Baldwin Avenue
Arcadia, CA 91007

The FFA Prospective Contractor's Conference is scheduled as follows:

Date: January 9, 2008

Time: 1:00 PM until the last question or 4:00 PM, whichever is sooner

**Address: Department of Health Services (DHS)
Auditorium
313 North Figueroa Street
Los Angeles, CA 90012
(street parking or paid parking in DHS lot)**

- IV. RFSQ, Section 3.0, Instructions to Prospective Contractors, Sub-section 3.8 SOQ and Program Statement Submission, Sub-paragraph 3.8.5 is amended to read as follows:
- 3.8.5 The deadline for submission of the SOQ is ~~January 31, 2008~~ **February 29, 2008 at 6:00 PM, local time. It is the sole responsibility of the submitting prospective Contractor to ensure that its SOQ is received before the submission deadline. Submitting prospective Contractors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted. SOQs received after the submission deadline will not be reviewed for the initial contract term effective for 2008.**
- V. RFSQ, Appendix B, Required Documents is amended to read as follows:
1. Board of Directors Resolution (sample Appendix B-I)
 2. Organization's Internal Revenue Service (IRS) 501(c)(3) Non-Profit Corporation Status letter
 3. Organization's State of California Franchise Tax Board Non-Profit determination letter
 4. **Certified copies** ~~copy of two the~~ most recent California Secretary of State Statement of Information by Domestic Non-Profit forms, ~~both renewed within the last four years~~ **filed within the last two years.**
 5. Organization's Rate letter from the Foster Care Funding and Rates Bureau.
 6. A copy of the Community Care Licensing license for each facility.
 7. For **RCL 14 Programs**, a copy of the letter of certification from the department of mental Health.

8. Original ACORD insurance certificate and separate additional insured endorsement from organization's insurance company.
 9. A copy of the organization's current budget.
 10. Copies of the organization's most current and prior two audited financial statements.
 11. A State approved Program Statement for each program.
 12. A brief description of each program.
 13. Articles of Incorporation
 14. Last Page of SOQ (sample Appendix B-II)
- VI. RFSQ, Appendix F, Sample FFA Master Contract, Table of Contents, List of Exhibits, Exhibit D-I is re-titled to read as:

LIST OF EXHIBITS

- Exhibit A Statement of Work (DCFS)
- Exhibit A-I Foster Youth Bill of Rights
- Exhibit A-II Legal Rights of Teens in Out of Home Care
- Exhibit A-III Intentionally Left Blank
- Exhibit A-IV Foster Youth Rights
- Exhibit A-IVa Personal Rights – Children's Residential Facilities (LIC. 613B)
- Exhibit A-V Foster Child's Needs and Case Plan Summary
- Exhibit A-Va Needs and Services Plan/Quarterly Report Template
- Exhibit A-VI Clothing Standard
- Exhibit A-VII Agency Placement Agreement
- Exhibit A-VIII Special Incident Reporting Guide for Foster Family Agencies
- Exhibit A-IX Requirements for Medical/Dental Exams for Placed Children
- Exhibit A-X Administration of Psychotropic Medicines to DCFS Supervised Children
- Exhibit A-XI Emancipation Preparation Goal Contract
- Exhibit A-XII Foster Family Agency Monthly Report
- Exhibit B Foster Family Agency's Program Statement
- Exhibit C Office of Management and Budget (OMB) Circular No. A-122
- Exhibit C-I Auditor-Controller Foster Family Agency Contract Accounting and Administration Handbook
- Exhibit C-II Auditor-Controller/Department of Children and Family Services Department Fiscal/Audit Phases, Fiscal/Audits of Foster Family Agency Foster Care Services Contractors
- Exhibit D Contractor's Employee Acknowledgment and Confidentiality Agreement Form
- Exhibit D-I ~~Contractor Non-Employee~~ (Certified Foster Parent) Acknowledgment and Confidentiality Agreement

Exhibit E	Semi-Annual Revenue and Expenditure Report
Exhibit F	Health and Safety Code 1522
Exhibit G	DCFS 4389 (4/94) Declaration in Support of Access to Juvenile Record (WIC 827) Including Additional Confidentiality Issues and CWS Handbook Procedural Guide 0500-501.20
Exhibit H	Welfare and Institutions Code Section 16001.9
Exhibit I	Welfare and Institutions Code Section 16010 and CWS Handbook Procedural Guide 0600-510.15
Exhibit J	Statement of Dangerous Behaviors
Exhibit K	Intentionally Left Blank
Exhibit L	Notice to Employees Regarding Federal Earned Income Credit (FEIC)
Exhibit M	Payment Resolution Notification
Exhibit N	DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures
Exhibit O	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Exhibit P	Contractor's Certification of Compliance with Child, Spousal, and Family Support Orders
Exhibit P-I	Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements
Exhibit Q	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit R	FYI 02-08 Quality of Life
Exhibit S	Safely Surrendered Baby Law Fact Sheet
Exhibit T	Overpayments
Exhibit U	Charitable Contributions Certification
Exhibit V	County's Administration
Exhibit W	Service Delivery Sites
Exhibit X	Family Visitation Guidelines
Exhibit Y	Contractor's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
Exhibit Z	Discharge Summary for DCFS: Foster Family Agency
Exhibit AA	Intentionally Left Blank
Exhibit BB	Intentionally Left Blank
Exhibit CC	Contractor's Administration

VII. RFSQ, Appendix F, Sample FFA Master Contract, Part I: Unique Terms and Conditions, Section 1.0 Applicable Documents, Sub-section 1.4 is amended to read as follows:

- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

- Exhibit A Statement of Work (DCFS)
- Exhibit A-I Foster Youth Bill of Rights
- Exhibit A-II Legal Rights of Teens in Out of Home Care
- Exhibit A-III Intentionally Left Blank
- Exhibit A-IV Foster Youth Rights
- Exhibit A-IVa Personal Rights – Children’s Residential Facilities (LIC. 613B)
- Exhibit A-V Foster Child’s Needs and Case Plan Summary
- Exhibit A-Va Needs and Services Plan/Quarterly Report Template
- Exhibit A-VI Clothing Standard
- Exhibit A-VII Agency Placement Agreement
- Exhibit A-VIII Special Incident Reporting Guide for Foster Family Agencies
- Exhibit A-IX Requirements for Medical/Dental Exams for Placed Children
- Exhibit A-X Administration of Psychotropic Medicines to DCFS Supervised Children
- Exhibit A-XI Emancipation Preparation Goal Contract
- Exhibit A-XII Foster Family Agency Monthly Report
- Exhibit B Foster Family Agency’s Program Statement
- Exhibit C Office of Management and Budget (OMB) Circular No. A-122
- Exhibit C-I Auditor-Controller Foster Family Agency Contract Accounting and Administration Handbook
- Exhibit C-II Auditor-Controller/Department of Children and Family Services Department Fiscal/Audit Phases, Fiscal/Audits of Foster Family Agency Foster Care Services Contractors
- Exhibit D Contractor’s Employee Acknowledgment and Confidentiality Agreement Form
- Exhibit D-I ~~Contractor Non-Employee~~ (Certified Foster Parent) Acknowledgment and Confidentiality Agreement
- Exhibit E Semi-Annual Revenue and Expenditure Report
- Exhibit F Health and Safety Code 1522
- Exhibit G DCFS 4389 (4/94) Declaration in Support of Access to Juvenile Record (WIC 827) Including Additional Confidentiality Issues and CWS Handbook Procedural Guide 0500-501.20
- Exhibit H Welfare and Institutions Code Section 16001.9
- Exhibit I Welfare and Institutions Code Section 16010 and CWS Handbook Procedural Guide 0600-510.15
- Exhibit J Statement of Dangerous Behaviors
- Exhibit K Intentionally Left Blank
- Exhibit L Notice to Employees Regarding Federal Earned Income Credit (FEIC)
- Exhibit M Payment Resolution Notification
- Exhibit N DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures
- Exhibit O Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
- Exhibit P Contractor’s Certification of Compliance with Child, Spousal, and Family Support Orders

Exhibit P-I	Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements
Exhibit Q	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit R	FYI 02-08 Quality of Life
Exhibit S	Safely Surrendered Baby Law Fact Sheet
Exhibit T	Overpayments
Exhibit U	Charitable Contributions Certification
Exhibit V	County's Administration
Exhibit W	Service Delivery Sites
Exhibit X	Family Visitation Guidelines
Exhibit Y	Contractor's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
Exhibit Z	Discharge Summary for DCFS: Foster Family Agency
Exhibit AA	Intentionally Left Blank
Exhibit BB	Intentionally Left Blank
Exhibit CC	Contractor's Administration

VIII. RFSQ, Appendix F, Sample FFA Master Contract, Part I: Unique Terms and Conditions, Section 5.0 General Insurance Requirements, Sub-section 5.1.5 is deleted in its entirety, and Sub-sections 5.1.6 through 5.1.8 are renumbered to read as follows:

~~5.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the 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.~~

5.1.6 5.1.5 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

~~5.1.6.1~~ 5.1.5.1 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 24 hours of occurrence.

~~5.1.6.2~~ 5.1.5.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

~~5.1.6.3~~ 5.1.5.3 Any injury to a CONTRACTOR employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY

“Non-Employee Injury Report” to COUNTY Contract Manager.

~~5.1.6.4~~ 5.1.5.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

~~5.1.7~~ 5.1.6 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

~~5.1.8~~ 5.1.7 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract, consistent with Part I, Section 6.0 Insurance Coverage Requirements, Sub-section 6.1, meet the insurance requirements of this Contract by either:

~~5.1.8.1~~ 5.1.7.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

~~5.1.8.2~~ 5.1.7.2 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.

IX. RFSQ, Appendix F, Sample FFA Master Contract, Part I: Unique Terms and Conditions, Section 10.0 – County’s Responsibility, Sub-section 10.1 is deleted and replaced to read as follows:

10.1 ~~COUNTY shall carefully review for approval and acceptance CONTRACTOR's Program Statement and any Program Statement Amendments prior to and during the term of the Contract. In addition, COUNTY will monitor/audit CONTRACTOR for compliance with the rules and regulations related to FFA programs for Placed Children including the SOW. All programmatic audit reports and corrective action plans will be a matter of public record to the extent required by the California Public Records Act. COUNTY shall review CONTRACTOR'S Program Statement and any Program Statement Amendments during the term of the Agreement. In addition, COUNTY shall have the right to monitor, including but not limited to review and audit CONTRACTOR for compliance with this Agreement, Statement of Work, and all applicable rules and regulations related to FFAs. All programmatic audit reports and corrective action plans will be a matter of public record to the extent required by the California Public Records Act.~~

- X. RFSQ, Appendix F, Sample FFA Master Contract, Part I: Unique Terms and Conditions, Section 17.0 Financial Reporting, Sub-section 17.2 is deleted in its entirety and replaced to read as follows:

17.2 The semi-annual expenditure report shall be mailed no later than 60 days following the close of each semi-annual reporting period within CONTRACTOR's Fiscal Year.

- XI. RFSQ, Appendix F, Sample FFA Master Contract, Part I: Unique Terms and Conditions, Section 22.0 Contract Enforcement, Out of Home Care Management, Monitoring and Review, Sub-section 22.3 is amended and Subsection 22.4 is added to read as follows:

~~22.3~~ At the request of COUNTY, upon reasonable notice, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY. COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all this Agreement's terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected may be reported to the Board of Supervisors. The report may include CONTRACTOR's response to these deficiencies and improvement/ corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with such corrective action measures, COUNTY may terminate this Agreement or take action consistent with Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.

~~22.3~~ 22.4 At the request of COUNTY, upon reasonable notice, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.

- XII. RFSQ, Appendix F, Sample FFA Master Contract, Part I: Unique Terms and Conditions, Section 23.0 Limitation of County's Obligation Due to Non-Appropriation of Funds, Sub-sections 23.3 and 23.4 are added to read as follows:

23.3 In the event County Board of supervisors does not allocate sufficient funds for the next succeeding Fiscal Year to meet COUNTY's anticipated obligations to providers under contracts, then Services may be: (1) terminated in their entirety; or (2) reduced in accordance with available funding as deemed necessary by COUNTY. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

23.4 In the event that COUNTY's Board of Supervisors adopts, 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, COUNTY reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year for Services provided by CONTRACTOR under this Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) Days of the Board's approval of such actions, unless this Contract is terminated for convenience.

XIII. RFSQ, Appendix F, Sample FFA Master Contract, Part II: Standard Terms and Conditions, Section 5.0 Changes and Amendments, Sub-section 5.1 is amended to read as follows:

5.1 Exhibits A-I, A-III, A-V, A-VI, A-VIII through A-XII, Exhibits G, J, L, M, N, O, Q, R, S, and T, and may be changed unilaterally by COUNTY to reflect changes in County, State and Federal law, regulation, and ordinances, court orders, and court rules or in COUNTY policies or procedures, provided that such changes to these exhibits reflecting modifications to COUNTY policies or procedures with significant cost impact on CONTRACTOR must be amended pursuant to Sub-section 5.2. Amendments made pursuant to this Sub-section 5.1 shall be effective upon delivery of a replacement exhibit by certified mail, return receipt requested, to the address of CONTRACTOR set forth in Part I, Section 8.0, Notices. CONTRACTOR shall be responsible for monitoring changes and/or amendments to any and all laws, regulations, ordinances and/or court rules governing or impacting this Contract. CONTRACTOR shall at all times remain in compliance with all such laws, regulations, ordinances and/or court rules, whether or not COUNTY has delivered a replacement exhibit.

XIV. RFSQ, Appendix G – Exhibits (FFA), Exhibit A - Statement of Work, Part A – Introduction, Section 3.0 DCFS Priorities for Children, Sub-section 3.2 Permanency is amended to read as follows:

3.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining the child in the home, reunification, adoption, or legal guardianship. The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C, Section 2.0 of this SOW.

It is a priority of DCFS to place children with Resource Families. A *Resource Family* is one that will support the goal of family reunification, and, when reunification is not possible, be approved to provide legal permanence for a child. A Resource Family shall be dually trained and certified as both a Certified Family Home and a certified adoptive home. It is also a DCFS priority to use a concurrent planning process if it is uncertain whether the permanency plan of family reunification will be successful. Additionally, it is DCFS' goal to have many more FFA homes dually prepared as Resource Families. The use of Resource Families in concurrent planning cases: (1) allows the adoption planning process to proceed

simultaneously with the family reunification process so that the adoption can be completed in less time if the family reunification plan fails; and (2) reduces the number of placement disruptions for the child by allowing the Resource Family to become the adoptive family. (See Part C, Section 2.1.3.) ~~All contracted FFAs shall also be licensed as adoption agencies by May 1, 2008.~~

XV. RFSQ, Appendix G – Exhibits (FFA), Exhibit D-I – Certified Foster Parent Acknowledgement and Confidentiality Form is deleted in its entirety, replaced, and attached as Attachment I.

XVI. RFSQ, Appendix H, Sample GH Master Contract, Part I: Unique Terms and Conditions, Section 1.0 Applicable Documents, Sub-section 1.4 is amended to read as follows:

1.4 ~~In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:~~

In the event of any conflict in the definition or interpretation of any word, responsibility, Service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Exhibits according to the following priority:

Exhibit A	Statement of Work
Exhibit A-I	Foster Youth Bill of Rights
Exhibit A-II	Legal Rights of Teens in Out-of-Home Care
Exhibit A-III	Intentionally Left Blank
Exhibit A-IV	Personal Rights – Children’s Residential Facilities
Exhibit A-V	Probation Case Plan Form (PROB 1385) and Foster Child's Needs and Case Plan Summary (DCFS 709)
Exhibit A-Va	Needs and Services Plan/Quarterly Report Template
Exhibit A-VI	Clothing Standard
Exhibit A-VII	Agency Placement Agreement
Exhibit A-VIII	Special Incident Reporting Guide for Group Homes
Exhibit A-IX	Requirements for Medical/Dental Exams for Placed Children
Exhibit A-X	Administration of Psychotropic Medicines to DCFS Supervised Children
Exhibit A-XI	Emancipation Preparation Goal Contract
Exhibit A-XII	Format for Brief Program Description
Exhibit A-XIIIa	Medical Examination Form DCFS 561(a)
Exhibit A-XIIIb	Dental Examination Form DCFS 561(b)
Exhibit A-XIIIc	Psychological/Other Examination Form DCFS 561(c)

Exhibit B	Group Home Foster Care Program Statement as approved by the California Department of Social Services
Exhibit C	Office of Management and Budget (OMB) Circular No. A-122
Exhibit C-I	Auditor-Controller Group Home Contract Accounting and Administration Handbook
Exhibit C-II	Auditor-Controller/Department of Children and Family Services/Probation Department Fiscal Audit Phases, Fiscal Audits of Group Home Foster Care Services Contractors
Exhibit C-III	Line Item Budget
Exhibit D	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit E	Semi-Annual Expenditure Report
Exhibit F	Health and Safety Code Section 1522
Exhibit G	DCFS 4389 (4/94) Declaration in Support of Access to Juvenile Record (WIC 827) Including Additional Confidentiality Issues and CWS Handbook Procedural Guide 0500-501.20
Exhibit H	Welfare and Institutions Code Section 16001.9 and Health and Safety Code, Section 1522.41(a-c)
Exhibit I	Welfare and Institutions Code Section 16010 and CWS Handbook Procedural Guide 0080-505.20
Exhibit J	Statement of Dangerous Behaviors
Exhibit K	Intentionally Left Blank
Exhibit L	Notice to Employees Regarding Federal Earned Income Credit (FEIC)
Exhibit M	Payment Resolution Notification
Exhibit N	Group Home Contract Investigation/Monitoring/Audit Remedies and Procedures
Exhibit O	Los Angeles County Code 2.203 (Jury Service Program Certification)
Exhibit P	Contractor's Certification of Compliance with Child, Spousal and Family Support Orders
Exhibit P-I	Contractor's Certification of Compliance with all Federal and State Employment Reporting Requirements
Exhibit Q	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit R	FYI 02-08 Quality of Life
Exhibit S	Safely Surrendered Baby Law Fact Sheet
Exhibit T	Overpayments
Exhibit U	Group Home Program Cost Report, SR 3
Exhibit V	Health and Safety Code, Sections 1180-1180.6
Exhibit W	Probation Quarterly Report Format
Exhibit X	Discharge Outcome and Placement Stability Report
Exhibit Y	Target Populations with Corresponding Rate Classification Levels
Exhibit Z	Charitable Contributions Certification

Exhibit AA	County's Administration
Exhibit BB	Service Delivery Sites
Exhibit CC	Family Visitation Plan Guidelines
Exhibit DD	Reporting Runaways: A Guide for Caregivers
Exhibit EE	CONTRACTOR's Obligations Under Health Insurance Portability & Accountability Act (HIPAA)
Exhibit FF	Discharge Summary: Group Home
Exhibit GG	Contractor's Administration

XVII. RFSQ, Appendix H, Sample GH Master Contract, Part I: Unique Terms and Conditions, Section 2.0 Definitions, Sub-sections 2.21 through 2.44 are renumbered and amended to read as follows:

- 2.21 "Family Group Decision Making" or "FGDM" – means a thoroughly studied, innovative social work tool that enables families, assisted by social workers, relatives and community members, to effectively plan and monitor the safety, protection and care of their children.
- ~~2.24~~ 2.22 "Federal Tax Exempt Status" – means the status of organization or agency that is exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code.
- ~~2.22~~ 2.23 "Fiscal Year(s)" - means the twelve (12) month period beginning July 1st and ending the following June 30th.
- ~~2.23~~ 2.24 "Foster Care Funding and Rates Bureau" – means the Division of the California Department of Social Services that establishes Aid to Families with Dependent Children-Foster Care (AFDC-FC) rates for group homes.
- ~~2.24~~ 2.25 "Foster Care Payment Hotline" – means a telephone number that CONTRACTOR may call under circumstances described in this Contract (i.e., within 24 hours of child leaving the group home) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- ~~2.25~~ 2.26 "Hold Status" – means a temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for up to a 45-Day period at any time during investigations, as further defined in Part I, Section 15.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 15.2 of this Contract and Exhibit N, DCFS/Probation Group Home Foster Care Agreement Contract Investigation/Monitoring/Audit Remedies and Procedures.
- ~~2.26~~ 2.27 "Independent Living Program" or "ILP" – means the program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to

assist/prepare Placed Children age 14 or older to make the transition from out-of-home care to independent living. Youths receiving family reunification and permanent placement services, and those in out-of-home care are eligible. Youths receiving emergency response and family maintenance services and those in psychiatric hospitals are not eligible for the program. DCFS and Probation may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.

- ~~2.27~~ 2.28 "Multi-disciplinary Assessment Team or MAT" – means a group of health care providers and other professionals, including physicians, pediatricians, psychologists, clinical social worker, licensed vocational nurses, pediatric nurse practitioner, occupational therapist, and home visitor housed at the entry point to the Protective Services Child Health (PSCH) system who will jointly assess and develop a child health plan for each referred child (in conjunction with the CSW, a PHN, and, as appropriate, the child's primary caregivers).
- ~~2.28~~ 2.29 "Needs and Services Plan" – means a comprehensive, individualized, time-limited, goal oriented plan, developed by CONTRACTOR identifying the specific needs of an individual Placed Child, including, but not limited to, those items specified in Title 22, Division 6, Chapter 5, Section 84068.2, that delineates those Services necessary in order to meet the Placed Child's identified needs.
- ~~2.29~~ 2.30 "Placed Child" or "Placed Children" – means any child or children placed by COUNTY receiving Services from CONTRACTOR pursuant to this Contract.
- ~~2.30~~ 2.31 "Point of Engagement" or "POE" – is a collaborative public and private initiative that provides a community safety net for DCFS children and families. POE utilizes a multi-disciplinary approach that includes the family in the process of selecting and planning for the delivery of needed services.
- ~~2.31~~ 2.32 "Pool Rate" – means the rate of interest to be charged as determined by COUNTY's Auditor-Controller.
- ~~2.32~~ 2.33 "Probation" – means the COUNTY's Probation Department
- ~~2.33~~ 2.34 "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- ~~2.34~~ 2.35 "Program Directors" – means the Director of the Department of Children and Family Services (DCFS) and the Chief Probation Officer of the Probation Department.

- ~~2.35~~ 2.36 "Program Manager" – means the COUNTY representative responsible for administering this Contract, consulting on policy, providing technical assistance and overall coordination and implementation of this Contract between the CONTRACTOR and COUNTY. (See Exhibit AA, County's Administration)
- ~~2.36~~ 2.37 "Program Statement" – means a comprehensive description of the group home's program in effect during the term of this Contract, ~~written in accordance with the CCLD Group Home Program Statement Instructions (Exhibit A-III).~~
- ~~2.37~~ 2.38 "Rate Classification Level" or "RCL" – means the basis for monthly payment to CONTRACTOR, established by the State of California. The RCL is calculated on the basis of the number of staff hours and the educational level of staff employed who have direct contact with children.
- ~~2.38~~ 2.39 "Real property" – means land and anything growing on, attached to, or erected on it.
- ~~2.39~~ 2.40 "Service(s)"- means CONTRACTOR's obligations under the Contract, including but not limited to the basic needs CONTRACTOR agrees to meet for each Placed Child as outlined in this Contract, the Statement of Work, the California Department of Social Services Regulations, and CONTRACTOR's Program Statement.
- ~~2.40~~ 2.41 "Subcontract" – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- ~~2.41~~ 2.42 "Subcontractor" – means an organization or individual that enters into an Contract with CONTRACTOR to provide specific program Services. Such individuals are not considered employees of CONTRACTOR or COUNTY. In foster care, a Subcontractor usually provides hourly or fixed fee Services based on the number of Placed Children in the program.
- ~~2.42~~ 2.43 "Team Decision Making or TDM" – is a process utilizing a multi-disciplinary assessment and team approach in working with children and their families.
- ~~2.43~~ 2.44 "Title 22" – means the California Code of Regulations for community care facilities including group homes.
- ~~2.44~~ 2.45 "Un-Expended Funds" or "un-Expended" – Means AFDC-FC funds, received through this Contract, which are retained and not spent by CONTRACTOR. (See Part I, Section 25.0, Real Property, Equipment, Fixed Assets, Sub-section 25.6 of this Contract.)

XVIII. RFSQ, Appendix H, Sample GH Master Contract, Part I: Unique Terms and Conditions, Section 3.0 Term, Sub-sections 3.1 and 3.3 are amended to read as follows:

3.1 ~~The term of this Contract shall be one (1) year commencing after execution by the Director of DCFS and Probation's Chief Probation Officer, unless terminated earlier or extended, in whole or in part, as provided in this Contract. The term of this Contract shall be _____ months, commencing after execution by the Director of DCFS and Probation's Chief Probation Officer, through the termination date of the current Contract year unless terminated earlier or extended, in whole or in part, as provided in this Contract.~~
The term of this Contract shall be _____ months, commencing after execution by the Director of DCFS and Probation's Chief Probation Officer, through the termination date of the current Contract year unless terminated earlier or extended, in whole or in part, as provided in this Contract.

3.3 ~~The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR sixty (60) days prior to the expiration of the Contract term, after CEO approval, for a period not to exceed six (6) months beyond October 31, 2012, if such additional time is necessary to complete the negotiation or solicitation of a new Contract. The term of this Contract may also be extended by the Director of DCFS and Probation's Chief Probation Officer by written notice to the CONTRACTOR sixty (60) days prior to the expiration of the Contract term, after CEO approval, for a period not to exceed six (6) months beyond the expiration of the then current Contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.~~
The term of this Contract may also be extended by the Director of DCFS and Probation's Chief Probation Officer by written notice to the CONTRACTOR sixty (60) days prior to the expiration of the Contract term, after CEO approval, for a period not to exceed six (6) months beyond the expiration of the then current Contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

XIV. RFSQ, Appendix H, Sample GH Master Contract, Part I: Unique Terms and Conditions, Section 10.0 County's Responsibility, Sub-section 10.1 is deleted in its entirety, and Sub-sections 10.2 through 10.14 are renumbered as follows:

~~10.1 COUNTY shall provide the CCLD LIC 9106, Group Home Program Statement Instructions (Exhibit A-III), to CONTRACTOR.~~

~~10.2~~ 10.1 COUNTY shall have the right to monitor, including but not limited to review and audit CONTRACTOR for compliance with this Contract, Statement of Work, and all applicable laws and regulations pertaining to group homes.

~~10.3~~ 10.2 CONTRACTOR shall be given reasonable access to appropriate COUNTY personnel. CONTRACTOR shall be given pertinent documentation and information, relevant to providing foster care Services, in accordance with COUNTY DCFS/Probation policy and court policy for confidentiality. CONTRACTOR shall hold all such information in confidence pursuant to the provisions of Section 9.0 of this Contract.

~~10.4~~ 10.3 COUNTY shall provide CONTRACTOR with all available information about the Placed Child that may be released in accordance with applicable laws and regulations concerning confidentiality and the release of DCFS or Probation case records to service providers. This information may include

court orders and court reports, medical and mental health information, and educational and placement history information. COUNTY Worker will assist CONTRACTOR in obtaining all the necessary information. The information needed to assess the needs of the Placed Child shall include, but is not limited to: (1) the items identified in Title 22, Division 6, Chapter 1, Section 80070(b) and Chapter 5, Section 84070(b)(1)-(11); and (2) a description of dangerous propensities of the Placed Child as outlined in the California Department of Social Services, Manual of Policies and Procedures, Division 31, Section 31-310.16. COUNTY shall report to CONTRACTOR any additional information related to dangerous propensities learned subsequent to placement, in accordance with Exhibit J, Statement of Dangerous Behaviors.

- ~~40.5~~ 10.4 COUNTY shall arrange for a child to visit a potential placement prior to placement whenever possible. If CONTRACTOR, the child's COUNTY Worker, and the child agree, the child may be placed at the time of the pre-placement visit.
- ~~40.6~~ 10.5 COUNTY Worker shall acknowledge that an orientation discussion with the Placed Child and COUNTY Worker was completed by signing the LIC 613B (Exhibit A-IV.) This orientation includes the items designated in SOW, Part C, Sub-section 3.1.3.
- ~~40.7~~ 10.6 COUNTY Workers shall provide CONTRACTOR, at the time of placement or within 24 hours, with a placement packet, including valid proof of Medi-Cal coverage and a signed DCFS 4158, Authorization for Medical Care for a Child Placed by Order of the Juvenile Court. If a child is placed during regular business hours without these items, CONTRACTOR shall immediately notify the Foster Care Payment Hotline at (800) 697-4444. If a child is placed after regular business hours, CONTRACTOR shall call the Foster Care Payment Hotline the following business day with the Placed Child's name and date of placement so that a placement packet may be obtained because COUNTY cannot fund the placement until the placement packet is issued.
- ~~40.8~~ 10.7 COUNTY shall be responsible for obtaining clothing available to the Placed Child within two days of placement and shall issue supplemental funds in accordance with COUNTY regulations and limitations to meet the Placed Child's needs based on the Clothing Standard (Exhibit A-VI).
- ~~40.9~~ 10.8 COUNTY Workers shall work cooperatively with CONTRACTOR to provide input to and approval of the Needs and Services Plans and updates in accordance with SOW, Part C, Section 2.0 - Reunification/Permanency, Sub-sections 2.1.1, and 2.1.2.

- ~~40.40~~ 10.9 COUNTY Workers shall include written reports from CONTRACTOR in the next court report.
- ~~40.41~~ 10.10 COUNTY Workers shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.
- ~~40.42~~ 10.11 COUNTY will monitor for CONTRACTOR's compliance with State laws, regulations and policies applicable to the visitation of children in placement.
- ~~40.43~~ 10.12 COUNTY Workers shall seek parental or Juvenile Court consent, as needed and as permitted by law, for the Placed Child's medical and dental care, mental health treatment, and participation in recreational and school activities.
- ~~40.44~~ 10.13 COUNTY Workers shall provide CONTRACTOR with a copy of the court authorization for psychotropic medication, when applicable, within one day of placement. COUNTY Worker shall also provide CONTRACTOR with copies of all court re-authorizations for psychotropic medication, when applicable, prior to the expiration of the existing court authorization for psychotropic medication.

XV. RFSQ, Appendix H, Sample GH Master Contract, Part I: Unique Terms and Conditions, Section 11.0 Description of Services, Sub-section 11.2 is amended to read as follows:

11.2 ~~CONTRACTOR has submitted a Program Statement(s) to CCLD in accordance with the Program Statement Instructions of CCLD included in Exhibit A-III.~~ CONTRACTOR has submitted a Program Statement(s) to CCLD and has received CCLD approval of such Program Statement(s).

XVI. RFSQ, Appendix H, Sample GH Master Contract, Part I: Unique Terms and Conditions, Section 17.0 Program Reporting Requirements, Sub-sections 17.3 through 17.8 are renumbered as follows:

- 17.3 CONTRACTOR shall prepare and submit a Special Incident Report for each Placed Child in accordance with the guidelines and time frames in Exhibit A-VIII, Special Incident Reporting Guide for Group Homes.
- For DCFS children, CONTRACTOR shall report via the DCFS Internet site (I-Track System) at: <https://itrack.co.la.ca.us> .
 - For Probation children, CONTRACTOR shall report by telephone, fax, and the I-Track System to the Central Placement Unit.

Failure to report via the I-Track System may result in further action as described in Exhibit N.

- ~~17.3.4~~ 17.4 CONTRACTOR shall prepare and submit a signed, comprehensive, individualized Needs and Services Plan/ Quarterly Report to each Placed Child's COUNTY Worker. by the 10th business day following the end of each quarter from the date the child was placed. The CONTRACTOR shall use for Probation Placed Children the Probation Quarterly Report Format in Exhibit W. Unless DCFS changes the format per Part II, Section 5.0, Changes and Amendments, the Quarterly Report for DCFS Placed Children shall provide the following, which includes the items identified on the Agency Placement Agreement, SOC 154 (12/93) (Exhibit A-VII) [additional COUNTY requirements in brackets]:
- 17.4 17.5 CONTRACTOR shall prepare and submit a Termination Report to a Placed Child's COUNTY Worker within 30 Days from the date the child's placement was terminated. The Termination Report shall include, but not be limited to, a closing summary of CONTRACTOR's records relating to the Placed Child, including the type of placement to which the child was discharged (such as reunification with parent(s), relative, adoptive home, legal guardianship, licensed foster home, FFA certified home, small family home, another group home, specified or specialized placement or hospital).
- 17.5 17.6 CONTRACTOR shall prepare and submit a report in each instance enumerated in Sub-section 5.1.4, Notification of Incidents, Claims or Suits.
- 17.6 17.7 COUNTY shall maintain the confidentiality of all data collected in monthly and quarterly reports to the extent they are not subject to disclosure under the Public Records Act or other laws or regulations.
- 17.7 17.8 CONTRACTOR hereby agrees to participate in the collection and reporting of outcome data related to child safety, well-being, and permanency. CONTRACTOR shall submit a quarterly report using the format in Exhibit X to the Program Managers. The reporting requirement in this Sub-section 17.8 shall be separate and apart from the reporting requirements described in Sub-section 17.1 and Part II, Sub-section 6.1.
- 17.8 17.9 CONTRACTOR shall: (1) maintain copies of the Board of Directors' minutes in a readily accessible location; (2) provide COUNTY with copies of Board of Directors' minutes within 24 hours of request by COUNTY, except when the minutes requested describe a meeting that occurred during the past 45 days; (3) for minutes from a meeting that occurred within 45 days of COUNTY's request, provide the COUNTY with a copy of those minutes within 3 days of the request; and (4) report in writing all changes of membership, and officers of the Board of Directors, to the Program Manager(s) within one week of such changes (whether or not COUNTY requests information on such changes).

XVII. RFSQ, Appendix H, Sample GH Master Contract, Part I: Unique Terms and Conditions, Section 24.0 Use of Funds, Sub-section 24.6 is amended to read as follows:

24.6 Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR's un-Expended funds; and (2) CONTRACTOR's accumulated, unexpended AFDC-FC funds received from COUNTY between September 1, 2003 through the expiration date of the most recently completed contract term. If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to September 1, 2003. CONTRACTOR's TAUF shall be reflected on its Semi-Annual Expenditure Report (Exhibit E).

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than two months budgeted revenues for COUNTY's Group Home program for its next fiscal year may be retained by CONTRACTOR for future use for the benefit of Placed Children for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that CONTRACTOR's TAUF, at the end of any given CONTRACTOR fiscal year, exceeds the TAUF Ceiling, CONTRACTOR shall develop a plan regarding how to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs, and shall submit the plan to Director's Deputy Director level designee for review and approval within 60 Days of the fiscal year end. Section 11-404.2 through 11-404.2.24 of the State Manual of Policy and Procedure provides examples of permissible uses of unexpended funds. Said Sections may provide a guideline for permissible uses of TAUF. However, all CONTRACTOR plans for uses of TAUF require pre-approval by the COUNTY.

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

CONTRACTOR'S failure to develop an appropriate plan for the utilization of excess TAUF, or the Expenditure of excess TAUF without a COUNTY approved plan shall constitute a material breach of the Contract. In such instance, COUNTY may take appropriate action, pursuant to this Contract, including, but not limited to, that under Section 15.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, with the understanding that CONTRACTOR may appeal the final decision pursuant to the Dispute Resolution Procedures in Section 19.0.

XVIII. RFSQ, Appendix H, Sample GH Master Contract, Part II: Standard Terms and Conditions, Section 9.0 Compliance with Applicable Laws, Sub-section 9.2 is amended and Sub-section 9.3 is added to read as follows:

9.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract, in accordance with Section 34.0, Termination for CONTRACTOR's Default, of this Contract.

~~CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR, its employees, agents or Subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Sub-sections 9.1 hereof and 25.1 Non-Discrimination in Employment.~~

9.3 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR, its employees, agents or Subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Sub-sections 9.1 hereof and 25.1 Non-Discrimination in Employment.

XIX. RFSQ, Appendix H, Sample GH Master Contract, Part II: Standard Terms and Conditions, Section 33.0 Subcontracting is deleted in its entirety and replaced as follows:

33.0 SUBCONTRACTING

~~33.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY.** Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.~~

~~33.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:~~

~~33.2.1 A description of the work to be performed by the Subcontractor;~~

~~33.2.2 A draft copy of the proposed subcontract; and~~

~~33.2.3 Other pertinent information and/or certifications requested by the COUNTY.~~

~~33.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.~~

- ~~33.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.~~
- ~~33.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.~~
- ~~33.6 COUNTY's Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.~~
- ~~33.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:~~
- ~~33.7.1 An executed Exhibit D, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.~~
- ~~33.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 6.0, Insurance Coverage Requirements, of this Contract, and~~
- ~~33.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.~~
- ~~33.8 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.~~
- ~~33.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.~~
- ~~33.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.~~
- ~~33.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their~~

~~officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.~~

- 33.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY Program Directors. Any attempt by CONTRACTOR to Subcontract performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract, upon which Contract may be terminated in accordance with Part II, Section 34.0, Termination for CONTRACTOR's Default. CONTRACTOR shall submit each Subcontract to COUNTY for written approval prior to Subcontractor performing any work hereunder.
- 33.2 All of the provisions of this Contract and any Amendment(s) hereto shall extend to and be binding upon Subcontractors, provided that assignment or delegation of rights under a Subcontract by Subcontractors shall not require COUNTY approval. CONTRACTOR shall include in all Subcontracts the following provision: "This Contract is a Subcontract under the terms of a prime contract with COUNTY of Los Angeles. All representations and warranties contained in this Subcontract shall inure to the benefit of COUNTY of Los Angeles." CONTRACTOR shall ensure that Subcontractors agree in writing to be bound by any of the provisions of the Contract which CONTRACTOR is subcontracting.
- 33.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability arising or resulting from the use of any Subcontractor and its employees in the same manner and to the same extent that CONTRACTOR indemnifies COUNTY from any and all liability arising from or resulting from the actions or omissions of its own employees.
- 33.4 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any Subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Managers all the following documents:
- 33.4.1 An executed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit D) executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 33.4.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Section 19.0, Insurance Coverage Requirements, of this Contract.
- 33.4.3 The Tax Identification Number of the Subcontracting agency to be placed on the signature page of the Subcontract. This Tax Identification Number shall not be identical to CONTRACTOR's Tax Identification Number.

33.4.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Section 19.0, Insurance Coverage Requirements, of this Contract.

33.4.3 The Tax Identification Number of the Subcontracting agency to be placed on the signature page of the Subcontract. This Tax Identification Number shall not be identical to CONTRACTOR's Tax Identification Number.

33.5 CONTRACTOR shall provide COUNTY's Program Managers with copies of all executed Subcontracts.

33.6 No Subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

33.7 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

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

Except as provided by addendum, all other terms and conditions of the RFSQ remain unchanged.

Sincerely,



WALTER CHAN, Manager
Contracts Administration

Attachment (1)

WC:RML:fc

**CERTIFIED FOSTER PARENT ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT FORM**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Foster Family Agency Name _____

Certified Foster Parent Name _____

GENERAL INFORMATION:

The foster family agency referenced above certifies your home, and has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Certified Foster Parent Acknowledgement and Confidentiality Agreement as a condition of your certification.

CERTIFIED FOSTER PARENT ACKNOWLEDGEMENT:

I understand and agree that the foster family agency referenced above is my certifying foster family agency. I rely exclusively upon the foster family agency certifying my home for reimbursement of expenses for basic services I provide for children placed in my home and any and all other benefits I receive on my behalf during the period of this relationship.

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

ATTACHMENT I

EXHIBIT D-I

Cont.

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

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

I further agree to report to the foster family agency certifying my home any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to the foster family agency certifying my home upon completion of this contract or termination of my relationship with the foster family agency certifying my home, whichever occurs first.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____