

FOSTER FAMILY AGENCY MASTER CONTRACT
FOR
FOSTER CARE
BY AND BETWEEN
COUNTY OF LOS ANGELES



(CLICK HERE AND ENTER NAME OF CONTRACTOR)

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

Month 2016

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FOSTER FAMILY AGENCY MASTER CONTRACT FOR FOSTER CARE**

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LIST OF EXHIBITS

Exhibit A	Statement of Work (DCFS)
Exhibit A-I	Foster Youth Bill of Rights
Exhibit A-II	Legal Rights of Teen in Out of Home Care
Exhibit A-III	Line Item Budget
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	Psychotropic Medication: Authorization, Review and Monitoring for DCFS-Supervised Youth
Exhibit A-XI	Intentionally Left Blank
Exhibit A-XII	Foster Family Agency Monthly Utilization Report
Exhibit A-XIII	Applicant’s Authorization for Release of Information
Exhibit B	Foster Family Agency’s Program Statement
Exhibit C	Intentionally Left Blank
Exhibit C-a	Office of Management and Budget (OMB) Super Circular
Exhibit C-IA	Auditor-Controller’s Contract Accounting Administration Handbook
Exhibit C-II	Intentionally Left Blank
Exhibit D	Contractor Employee Acknowledgment and Confidentiality Agreement Form
Exhibit D-I	Certified Foster Parent Acknowledgment and Confidentiality Agreement
Exhibit E	Semi-Annual Revenue and Expenditure Report (FCR 12 and SR 9)
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 0080-503.00
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 (DCFS) and CDSS CWS Manual, Section 31-405
Exhibit K	Intentionally Left Blank
Exhibit K-I	Foster Family Agency Rate Letter
Exhibit K-II	Foster Family Agency Facility License(s)
Exhibit K-III	Adoption License
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 (As Amended on March 5, 2014)

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	Intentionally Left Blank
Exhibit Z	Discharge Summary for DCFS: Foster Family Agency
Exhibit AA	Intentionally Left Blank
Exhibit BB	Intentionally Left Blank
Exhibit CC	Contractor's Administration
Exhibit DD	CDSS All County Letter No. 06-04
Exhibit EE	Shared Responsibility Plan Instructions
Exhibit FF	Shared Responsibility Plan
Exhibit GG	Community Colleges Directory
Exhibit HH	Defaulted Property Tax Certification Form
Exhibit II-I	Sample Report on Outside Employment
Exhibit II-II	Sample Report on Conflict of Interest

**COUNTY OF LOS ANGELES
FOSTER FAMILY AGENCY MASTER CONTRACT FOR FOSTER CARE**

Foster Family Agency Master Contract for Foster Care (hereinafter referred to as "Contract").

This Contract is made and entered into this 1st day of _____, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

Contractor
hereinafter referred to as "CONTRACTOR".

RECITALS

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

WHEREAS, the COUNTY desires and has the duty to provide care and protection for children placed in its charge pursuant to the provisions of the Welfare and Institutions Code (WIC) Section 16500 et seq; and

WHEREAS, existing COUNTY facilities do not have the capacity or the specialized programs to provide the care and protection for all children in its charge; and

WHEREAS, the COUNTY finds it impractical to develop and maintain facilities to care for all of the children in its charge; and

WHEREAS, COUNTY finds the CONTRACTOR's program to be economically advantageous to the COUNTY and to provide a safe, secure and nurturing living environment in which the children can develop physically, emotionally, socially, educationally, spiritually and culturally; and

WHEREAS, pursuant to the provisions of WIC Section 11460, the California Department of Social Services (CDSS) is designated to administer a state system for establishing rates in the Aid to Families with Dependent Children-Foster Care (AFDC-FC program; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services, and understands for purposes of this contract considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) Super Circular,

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 5.0, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A through A-XIII, B, C through C-II, D, D-I, E, F, G, H, I, J, K through K-III, L, M, N, O, P, P-I, Q, R, S, T, U, V, W, X, Y, Z, and AA through II-II set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, 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 Teen in Out of Home Care
Exhibit A-III	Line Item Budget
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Exhibit II-II	Sample Report on Conflict of Interest

2.0 DEFINITIONS

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 "Allowable costs" – Reported costs shall be allowable and reasonable as defined in federal statutes and regulations including 45 CFR Part 74, 45 CFR Part 1356, and in California CDSS MPP Section 11-402.8.
- 2.2 "Case Plan (DCFS)" – means a written document based on an assessment of the circumstances, which required child welfare services intervention. It is developed by the Children's Social Worker (CSW) in partnership with the parent/guardian (whenever possible) and designed to reduce or eliminate the risk factor(s) which precipitated the referral to DCFS. It identifies a Case Plan goal (the desired outcome), objectives (the desired outcome of the successful completion of specified tasks), tasks/activities (for which a participant is accountable and the completion of which moves toward achievement of a specified Case Plan objective), the specific Services to be provided and time frames for completion of the objectives and goals. Case Plan goals include: Family Maintenance, Family Preservation, Reunification and Permanency Planning (Adoption; Legal Guardianship; and Long-Term Foster Care).
- 2.2 "Certificate of Approval" – means the document issued by a Foster Family

Agency (FFA), which authorizes a home to operate as a Certified Family Home.

- 2.3 “Certified Family Home” – means a family residence certified by a FFA and issued a Certificate of Approval by a FFA as meeting California Department of Social Services Community Care Licensing (CDSS CCL) Division standards.
- 2.4 “Certified Foster Parent” – means the adult(s) residing in the home certified by a FFA to provide care and supervision to children.
- 2.5 “Children’s Social Worker” or “CSW” – means an employee of Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.
- 2.6 “Combined Solicitation” – means the Request for Statement of Qualifications contracting process for two separate Programs is conducted as a single process.
- 2.7 “Community” - For placement purposes means the area/zip code where the Placed Child and his/her family were living at the time the child was taken into custody or where the Placed Child's family is living when the child is placed.
- 2.8 “Community Care Licensing Division” or “CCLD” – means the Division of the California Department of Social Services that licenses community care facilities including Foster Family Agencies. They also monitor compliance with Title 22 regulations.
- 2.9 “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 2.10 “CONTRACTOR” – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.11 “Corrective Action Plan” or “CAP” – means a document that serves as the CONTRACTOR’s commitment to remedy deficiencies in response to findings uncovered in investigations, as further described in Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.1 and Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.12 “COUNTY” – means the Department of Children and Family Services on

behalf of the County of Los Angeles and its Board of Supervisors.

- 2.13 “County Worker” – For a DCFS-Placed Child, County Worker is a Children’s Social Worker (CSW).
- 2.14 “COUNTY’s Program Manager” (CPM) – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.15 “Court Appointed Special Advocate” or “CASA” – means a court appointed person who advocates for the Placed Child’s needs and best interests and provides the court with written recommendations.
- 2.16 “Day” or “Days” – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- 2.17 “DCFS” - means COUNTY’s Department of Children and Family Services.
- 2.18 “Director” - means COUNTY’s Director of Children and Family Services or his or her authorized designee.
- 2.19 “Do Not Refer Status” or “DNR Status” – All new referrals to CONTRACTOR are suspended, as further discussed in Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.3, Do Not Refer Status, and Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.20 “Do Not Use Status” or “DNU Status” – All new referrals to CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR’s facility(ies), as further discussed in Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.4, Do Not Use Status, and Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.
- 2.21 “Emancipation” – means successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.
- 2.22 “Emancipation Planning” – means services designed to enable Placed Children age 14 years or older to successfully develop competencies in areas that will enhance their passage to adulthood once jurisdiction of case status has terminated.

- 2.23 “Expended Funds” or “Expended” or “Expenditures” – means AFDC-FC funds, received through this Contract that are subsequently spent by CONTRACTOR for the care and Services of Placed Children. Expended funds must be reasonable and allowable in accordance with Part I, Section 25.0 Use of Funds, Sub-section 25.3 of this Contract.
- 2.23 “Excess Payment or “Payment Error” shall be defined as any payment not considered an “Overpayment the CONTRACTOR received they were not entitled to that the CONTRACTOR must return to the COUNTY.
- 2.24 “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.
- 2.25 “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.
- 2.26 “Fiscal Year(s)” - means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.27 “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 Foster Family Agencies.
- 2.28 “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 home) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- 2.29 “Foster Family Agency” or “FFA” – means any organization that, in compliance with Title 22, Division 6, Chapters 4 and 8.8, engaged in the recruiting, certifying, and training of, and providing professional support to, Certified Foster Parent(s), or in finding homes for placement of children for temporary or permanent care who require that level of care as an alternative to a group home. Private foster family agencies shall be organized and operated on a nonprofit basis.
- 2.30 “Foster Family Agency Program Rates” – means the service rate levels payable to FFAs, as periodically established by the Department of Social Services, Foster Care Funding and Rates Bureau.
- 2.31 “Health and Education Passport” or “Black Binder (DCFS)” means the

Health and Education Passport that is the summary of the health (including dental and mental health information) and educational information required by Welfare and Institutions Code Section 16010 (Exhibit I) that is to follow the child to all foster placements. DCFS created nylon Black Binder divided into three sections. The first two sections, “Medical and Dental Information” and “Educational Information,” meet the requirements of Section 16010. The third section, “Placement Documentation,” contains additional items such as photographs of the child and his or her family, birth and death certificates, proof of Medi-Cal eligibility, and the CSW’s business card. (DCFS may change the Health and Education Passport format in the future).

- 2.32 “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 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, Sub-section 16.2 of this Contract, and Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit remedies and Procedures.
- 2.33 “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 may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.
- 2.35 “Manual of Policies and Procedures” – means the manual where all of the California Department of Social Services regulations are located.
- 2.34 “Monitor for Compliance” – means to review Certified Foster Parents and homes during regular and ad hoc contacts, documenting compliance or lack of compliance, and taking all necessary steps to effect any needed corrective action and continued implementation of such corrective action, up to and including decertification.
- 2.35 “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).

- 2.36 “Overpayment” – AFDC-FC Overpayments are those payments defined and governed by the State Manual of Policies and Procedures (MPP) 45-304.1.11 as follows: “any amount of aid paid which a foster care provider received on behalf of a child to which the provider was not entitled or an expenditure made by a Foster Family Agency provider not in conformity with Section 11-404. Amounts a provider is not entitled to also includes amounts paid where the provider did not care for the child for the period of time the child was no longer in the home and may include a temporary absence. AFDC-FC Overpayments are governed by MPP 11-425, 22-001, 22-003, 22-009 and 45-302 through 45-306 and 11-404 inclusive.”
- 2.37 “Placed Child” or “Placed Children” – means any child or children placed by the COUNTY receiving services from the CONTRACTOR pursuant to this Contract.
- 2.38 “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.
- 2.39 “Pool Rate” – means the rate of interest to be charged as determined by COUNTY’s Auditor-Controller.
- 2.40 “Program” - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 2.41 “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 V, County’s Administration)
- 2.42 “Program Statement” – means a comprehensive description of the FFA’s program, attached as Exhibit B, in effect during the term of this Contract, written in accordance with the Program Statement guidelines of CCLD.
- 2.43 “Real Property” – means Land and anything growing on, attached to, or erected on it.
- 2.44 “Resource Family” – means a family that is dually trained and certified as both a Certified Foster Home and an adoptive home.
- 2.45 “Service(s)”- means the basic needs the CONTRACTOR agrees to meet for each Placed Child as outlined in the California Department of Social

Services Regulations; Statement of Work (Exhibit A); and CONTRACTOR's Program Statement (Exhibit B).

- 2.46 "State" – means the State of California.
- 2.47 "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 2.48 "Subcontractor" – means an organization or individual that enters into a 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.
- 2.49 "Team Decision Making or TDM" – is a process utilizing a multi-disciplinary assessment and team approach in working with children and their families.
- 2.50 "Title 22" – means the California Code of Regulations for community care facilities including Foster Family Agencies.
- 2.51 "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 Use of Funds, Sub-section 25.6 of this Contract.)
- 2.52 "Youth Development Services" – includes but is not limited to: plans for emancipating youth, vocational training, work experience and educational opportunities.

3.0 TERM

- 3.1 The term of this Contract shall be ___ months, commencing after execution by the Director of DCFS, through the termination date of the current Contract year unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 The COUNTY shall have the sole option to extend the Contract term for up to four (4) additional 12-month periods for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR thirty (30) days prior to the expiration of the Contract term provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.
- 3.2.1 The term of this contract is extended effective May 1, 2014, through April 30, 2015. The County shall have the sole option to extend the term of this contract as needed effective May 1, 2015,

through August 31, 2015, and to further extend the term of this contract as needed and approved by the County Board of Supervisors.

3.2.1.1 Each such option to extend the term of this contract shall be exercised by written notice to the CONTRACTOR thirty days prior to the expiration of the contract term.

3.2.2 The term of this contract is extended effective May 1, 2015, through September 30, 2015, with an option to extend for up to two one-year renewal periods through September 30, 2017. The COUNTY shall have the sole option to extend the term of this contract, as needed, by written notice.

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 the expiration of the then current Contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

4.0 PAYMENT RATE

4.1 COUNTY and CONTRACTOR agree that payments referenced in this Contract are based on rates established by California DSS Foster Care Funding and Rates Bureau. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the Services set forth in this Contract and in the Statement of Work (Exhibit A), for each Placed Child at the Foster Family Agency Program Rates, as further described in Part I, Section 7.0, Invoices and Payments.

4.2 CONTRACTOR shall submit to COUNTY a current budget for the work to be performed under this Contract. The line items shall provide sufficient detail to determine the Services to be delivered. The line items may be the same as the line items on the State of California Department of Social Services FCR-12 FFA. Projected expenses in CONTRACTOR's budget shall be periodically adjusted based on actual population and associated revenues. CONTRACTOR represents and warrants that the budget is true and correct in all respects, based upon information and belief available to CONTRACTOR at the time, and Services shall be delivered hereunder in accordance with the budget. If there is a shift in any line item budget category which exceeds fifteen percent (15%) of the amount budgeted for that category, CONTRACTOR shall notify COUNTY of such change. COUNTY reserves the right to reject any budget changes submitted by CONTRACTOR.

4.3 Services and Rates

Payment to cover the costs of the care and supervision provided to foster teens and their non-dependent child(ren) placed in Whole Family Foster Homes will be higher than payment for FFA Homes that are not certified as Whole Family Foster Homes. The infant supplement rate paid for a non-dependent child placed with the minor dependent parent in a Whole Family Foster Home (WFFH) will be increased to the equivalent of the County's basic AFDC-FC rate for the age of the child. Additionally, the infant supplement payment in a WFFH where the caregiver and the minor dependent parent have developed a Shared Responsibility Plan (SRP) in collaboration with the county social worker shall be enhanced by an additional infant supplement payment of \$200. (If placement involves more than one non-dependent child, a SRP must be developed for each child to obtain the additional infant supplement payment for each child.) CONTRACTOR shall pass on to the certified foster parent the additional infant supplement payment to care for a nondependent child placed with the minor dependent parent in a certified home, where the certified foster parent and the minor dependent parent have a SRP.

5.0 GENERAL INSURANCE REQUIREMENTS

5.1 Without limiting CONTRACTOR's and COUNTY's mutual indemnification, and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require of all of its Subcontractors (except as noted in Part I, Section 6.0 Insurance Coverage Requirements, Sub-section 6.1) to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to any other insurance or self-insurance programs maintained by COUNTY, with respect to liability resulting from or connected to CONTRACTOR's acts or omissions, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

5.1.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

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

Prior to commencing Services under this Contract, such certificates or other evidence shall:

5.1.1.1 Specifically identify this Contract.

- 5.1.1.2 Clearly evidence all coverages required in this Contract.
- 5.1.1.3 Cancellation of or Changes in Insurance
 - 5.1.1.3.1 CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for nonpayment or premium and thirty (30) days in advance for any other cancellation or policy change.
 - 5.1.1.3.2 Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
 - 5.1.1.3.3 Waiver of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- 5.1.2 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 insured for all activities arising from this Contract.
- 5.1.3 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY. Such approval will not be unreasonably withheld.

5.1.4 Failure to Maintain Insurance

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY at its sole discretion may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may, upon notice to the Contractor, purchase the Required Insurance, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

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

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.

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

5.1.5.3 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.

5.1.5.4 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.

5.1.6 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.

5.1.7 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:

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

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.

6.0 INSURANCE COVERAGE REQUIREMENTS

6.1 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

Note: General Aggregate limits for Subcontractors shall be not less than \$1 million.

6.2 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.”

6.3 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.

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

6.4 Professional Liability: Insurance covering Contractor’s liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement’s expiration, termination or cancellation.

6.5 For FFAs on COUNTY owned property:

6.5.1 Property Coverage: Such an insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value.

6.6 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

7.0 INVOICES AND PAYMENTS

7.1 The CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) FFA rates or, for a CONTRACTOR vendored by a Regional Center, authorization for payment with AFDC-FC funds throughout the term of the Contract. A copy of the current rate letter shall be included as Exhibit K-I in this Contract. COUNTY shall pay CONTRACTOR for each Placed Child the monthly Foster Family Agency Program Rates established by the California Department of Social Services, Foster Care Funding and Rates Bureau.

7.2 CONTRACTOR shall complete and submit vouchers in arrears, for Services rendered in the previous month. All vouchers shall be received within five (5) Days of the last day of the previous month. COUNTY requires CONTRACTOR to provide a voucher as a condition of payment pursuant to MPP 45-303.1 through 45-303.5. Failure to provide the voucher by the deadline set forth in the voucher statement, along with any information required, may result in delay of payment no later than fifteen (15) Days after the voucher information is submitted to COUNTY by CONTRACTOR. Failure to provide the required information may result in COUNTY not making payment.

Vouchers for DCFS shall be sent to:

County of Los Angeles
Department of Children and Family Services
Attention: Revenue Enhancement Division
Vendor Voucher Validation Unit
P.O. Box 368
Glendora, CA 91740-0368

- 7.3 Placements lasting less than a full month shall be prorated. Payment shall commence the day the child is placed with CONTRACTOR and terminate the day before the Placed Child is removed. When CONTRACTOR agrees to hold a bed open for a Placed Child, CONTRACTOR shall document the CSW's agreement to pay for the open bed in the Placed Child's record and shall request a written faxed confirmation from the County Worker. COUNTY will not pay for an open bed for a period in excess of seven (7) Days.

Should CONTRACTOR, after having a Placed Child admitted to a psychiatric or medical hospital, unilaterally decide not to take the Placed Child back, all foster payments made to CONTRACTOR to keep the space available for that Placed Child shall be returned immediately to COUNTY by CONTRACTOR, unless otherwise agreed to by COUNTY and CONTRACTOR in writing.

- 7.4 COUNTY shall mail to CONTRACTOR the amount due by the 15th of the month following the month Services were provided, except retroactive, partial, and supplemental payments to CONTRACTOR, which shall be paid through the supplemental payment system. COUNTY has the right to delay payment or not make payment, per MPP 45-303.2 through 45.303.5, inclusive, and condition CONTRACTOR'S payments on timely return of a voucher and the provision of requested information, by a date certain. Requested information can include, but not be limited to, reports that the child received care for the full month, date the child left placement, reason the child left placement and/or the number of days in the month the provider cared for the child. Delay in providing this information as set forth in Part I, Section 7.2, may result in delay of payment, not to exceed fifteen (15) Days from the date after the information is submitted to COUNTY, including relevant verifications, upon COUNTY request. The failure to provide required confirmation may result in COUNTY not making payment.

Questions regarding payment should be directed to the Foster Care Hotline at (800) 697-4444.

- 7.5 CONTRACTOR shall notify COUNTY, within thirty (30) Days of the receipt of any payment that is incorrect. Notification must be made by completing the Payment Resolution Notification Form (COV 71) (Exhibit M) and faxing it to (626) 915-1260. Interest charges may be assessed from the 30th Day following identification and written confirmation by the COUNTY of the incorrect payment, at a rate equal to COUNTY's current Pool Rate, as determined by COUNTY's Auditor-Controller, per day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand. Interest charges pertaining to notification of incorrect specified payments, which are defined as Overpayments will be governed by MPP 45-305.3.33 and 45-306 inclusive. Interest on defined Overpayments shall

be collected and interest assessed as set forth in MPP 45-305.3.34 and MPP 11-402.66 inclusive, and any other related State regulations pertaining to the application of interest for Overpayments.

- 7.6 COUNTY will resolve payment discrepancies within thirty (30) Days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions. CONTRACTOR will be required to repay any excess funds. COUNTY shall make every effort to pay CONTRACTOR any underpayment within thirty (30) Days of written notice of payment resolution to CONTRACTOR.
- 7.7 If COUNTY identifies an Overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP 45-304.1.122 and 126. COUNTY will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP 45-305.2.231 (a) – (d).

7.8 Excess Payments

- 7.8.1 In the event that COUNTY identifies an excess payment made to CONTRACTOR including but not limited to excess payments for clothing allowance, and/or any other excess funds issued by COUNTY on behalf of Placed Children during the term or within five (5) years after expiration of this Contract or Contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) Days. Within thirty (30) Days after the date of receipt of such notice, CONTRACTOR shall return the excess payment to COUNTY, execute a Contract to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

County of Los Angeles
Department of Children and Family Services
Administrative Services Manager III
Fiscal Operations Division
Special Payments Section
425 Shatto Place, Room 301
Los Angeles, CA 90020

- 7.8.2 In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR will notify COUNTY and, upon written confirmation by COUNTY of excess payment amount, CONTRACTOR will return all excess payments within thirty (30)

Days to the address above (Exhibit T, Overpayments).

- 7.8.3 In the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon time-frame within thirty (30) Days of resolution of payment discrepancy or register a dispute within thirty (30) Days of overpayment notice, COUNTY may place CONTRACTOR on DNR Status pursuant to Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan.
- 7.8.4 If CONTRACTOR registers a notice of dispute pursuant to this Section, Sub-section 7.8, the Division Chief will evaluate the adequacy of the CONTRACTOR's written response. Within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, DCFS will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to the DCFS CAP within 15 business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the DCFS CAP and issue a final required DCFS CAP within 5 calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS may, in its sole discretion, exercise any and all remedies, including but not limited to placement of CONTRACTOR on Do Not Refer or Do Not Use Status.
- 7.8.5 Except as limited in Part I, Section 7.0 - Invoices and Payments, Sub-sections 7.9.4, 7.10 and 20.8, CONTRACTOR may appeal the final decision pursuant to Part I, Section 20.0 Dispute Resolution Procedures.

7.9 Overpayments

- 7.9.1 In the event COUNTY discovers a payment made to CONTRACTOR which can be defined as an Overpayment, including but not limited to:
 - 7.9.1.1 Vouchers submitted after placement termination, vouchers setting forth dates a child was not in placement but, for which CONTRACTOR was paid or amounts expended not in conformity with MPP 11-404, inclusive, as defined and governed by MPP 45-304.1.11, 45-304 through 45-306 and 11-404, inclusive, on behalf of placed children during the term or discovered within five (5) years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-

- 304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.
- 7.9.1.2 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231 (a)-(b).
- 7.9.1.3 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3.
- 7.9.1.4 CONTRACTOR may request an informal hearing and/or State fair hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive.
- 7.9.1.5 CONTRACTOR will have thirty (30) Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing. If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive.
- 7.9.1.6 CONTRACTOR, if forgoing an informal hearing, must request the State Fair hearing within ninety (90) Days from the date COUNTY mailed the State Form Notice of Action 1261.
- 7.9.1.7 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier.
- 7.9.1.8 Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.

7.9.2 In the event CONTRACTOR discovers a payment made by COUNTY is defined as an Overpayment, including but not limited to:

7.9.2.1 Vouchers submitted after placement termination, vouchers setting forth dates a child was not in placement but, for which CONTRACTOR was paid or amounts expended not in conformity with MPP 11-404, inclusive, as defined and governed by MPP 45-304.1.11, 45-304 through 45-306, and 11-404, inclusive, on behalf of placed children during the term or discovered within five (5) years after expiration of the CONTRACT or CONTRACT extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on the collectible amount.

7.9.2.2 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231 (a)-(b).

7.9.2.3 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and overpayment recoupment actions required by MPP 45-304.3.

7.9.2.4 CONTRACTOR may request both an informal hearing and/or State Fair Hearing as provided pursuant to MPP 45-306.1 through 45-306.3, inclusive.

7.9.2.5 CONTRACTOR will have thirty (30) days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing. If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through 45-306.2, inclusive.

7.9.2.6 CONTRACTOR, if forgoing an informal hearing, must request the State Fair Hearing within ninety (90) days from the date COUNTY mailed the State Form Notice of Action 1261.

7.9.2.7 If CONTRACTOR requests an informal hearing and, thereafter determines a State Fair Hearing is unnecessary, the request for State Fair Hearing shall be

within 90 days of the abandoned informal hearing or issuance of the decision from the informal hearing, whichever is earlier, as proscribed by MPP 45-306.3.

- 7.9.2.8 Once due process has expired or has been completed in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the contract, by and between COUNTY and CONTRACTOR.
- 7.9.3 In the event CONTRACTOR does not return an Overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, either under the terms of a voluntary agreement pursuant to MPP 45-305.2.23 -45-305.2.24 or 45-304.124 or under the terms of an involuntary repayment agreement after exhaustion of due process pursuant to MPP 45-304 through 45-306 and 11-402.66, inclusive, in favor of the COUNTY, COUNTY may place a DNR/DNU/HOLD under Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. County shall provide written notice of its intention to place CONTRACTOR on a Do Not Refer Status at least 15 days in advance.
- 7.9.4 In matters involving overpayments, governed by MPP 45-304 through 45-306 and 11-404 inclusive, and if the amount is determined collectible, CONTRACTOR will have thirty (30) days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing. The informal hearing process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through 45-306.3. CONTRACTOR may, at its election, forgo an informal hearing and request a State Fair hearing within ninety (90) days from the date of COUNTY'S mailing of State Form Notice of Action 1261.
- 7.9.5 CONTRACTOR must comply with the required time periods to request a formal or informal hearing. Contractors' failure to timely request a formal or informal hearing as set forth in MPP 45-306.1 through 45-306.3 will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66.
- 7.10 For overpayments, governed by MPP 45-304 through 45-306 and 11-404, CONTRACTOR shall submit payment after exhaustion of due process in favor of COUNTY, and which results in identification of the Overpayment, as defined in MPP 45-304.5.52, CONTRACTOR shall submit re-payment in conformity with the priority of repayment, including lump sum repayment, voluntary repayment terms or involuntary repayment terms, as set forth in

MPP 45-305.2 and 45-305.3, inclusive, including referenced directions on methods of voluntary and involuntary collection and interest collection. Further, COUNTY may employ and implement CONTRACT actions as set forth in Part I, Sections 16.0 and 20.0 of this Contract.

- 7.11 With regard to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by governing MPP 45-305.3.331 (a) and (b), MPP 45-305.3.332, MPP 45-305.3.34, and/or by any other applicable law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.
- 7.12 Provided that COUNTY shall remove all Placed Children on or prior to the expiration or other termination of this Contract, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, 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 this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract. Notwithstanding the foregoing, if COUNTY does not remove a Placed Child from a Certified Family Home following termination of this Contract, COUNTY will pay based upon the Foster Family Agency Program Rates.
- 7.13 All notices will be sent in accordance with FFA contract Part I, Unique Terms and Conditions, Section 8.0 Notices.

8.0 NOTICES

- 8.1 Unless otherwise specifically provided in this Contract, all notices to COUNTY shall be given in writing, sent by certified mail, return receipt requested, by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent by certified mail, return receipt requested in duplicate addressed to the following:

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

Unless otherwise specifically provided in this Contract, all notices to CONTRACTOR shall be given in writing, by enclosing the same in a sealed

envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States post Office or any substation or public letterbox. All notices to CONTRACTOR shall be sent to CONTRACTOR as indicated on Exhibit CC, Contractor's Administration, or such other person and/or location as may hereinafter be designated in writing by CONTRACTOR.

- 8.2 All notifications from COUNTY enclosing an amendment or new or revised policy, procedure, protocol or exhibit to this Contract shall be sent by Mail.
- 8.3 All written notification from COUNTY regarding Corrective Action Plan, Hold, "Do Not Refer" or "Do Not Use" status shall be sent by Certified Mail, Return Receipt Requested.

9.0 CONFIDENTIALITY

- 9.1 Pursuant to Welfare and Institutions Code, Sections 5328 through 5330, 10850 and 827, all Placed Children's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the child, shall be shared with CONTRACTOR pursuant to the DCFS policy in effect and applicable state and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or photograph or videotape a Placed Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by state and federal laws and COUNTY Policies regarding the Placed Child's confidentiality.
 - 9.1.1. In the event of a runaway or child abduction incident CONTRACTOR shall report incidents in accordance with Exhibit A-VIII, Special Incident Reporting Guide for Foster Family Agencies. Photographs may be released to law enforcement only in an effort to expedite the location of affected children. Identifying information for law enforcement shall only include a photograph of the child, description of clothing when last seen, date of birth, last location of the child, and any distinguishing marks or tattoos. CONTRACTOR shall inform law enforcement that photographs and other personal identifying information which includes the child's social security

number shall not be posted in any communities and document this discussion with law enforcement in the submitted SIR via I-Track.

- 9.2 If CONTRACTOR's staff qualify as members of a multi-disciplinary team, as defined in WIC Sections 830 and 18951(d), such staff may access and disclose information regarding children accordingly.
- 9.3 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees, agents, and Certified Foster Parents providing services and care hereunder of the confidentiality provisions of this Contract. All Certified Foster Parents, and all employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Certified Foster Parent Acknowledgment and Confidentiality Agreement" (Exhibit D) and/or the "Contractor Employee Acknowledgment and Confidentiality Agreement Form" (Exhibit D-I).

10.0 COUNTY'S RESPONSIBILITY

CONTRACTOR's covenants and responsibilities under the Contract shall not be conditional upon COUNTY's performance of the covenants contained in this Section 10.0 except to the extent that CONTRACTOR's ability to perform is dependent on COUNTY's performance. COUNTY's contractual covenants and agreements as set forth herein do not create mandatory duties for COUNTY, nor do they preclude enforcement of this contract by CONTRACTOR pursuant to Government Code Section 814.

- 10.1 COUNTY shall review for 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.
- 10.2 CONTRACTOR shall be given reasonable access to appropriate COUNTY personnel. CONTRACTOR shall be given pertinent documentation, information, relevant to providing foster care services in accordance with COUNTY DCFS policy and court policy for confidentiality. CONTRACTOR shall hold all such information in confidence pursuant to the provisions of Part I, Section 9.0 Confidentiality, in the body of this Contract.

- 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 case records to service providers. This information may include court orders, court reports, medical, mental health information, educational and placement history information. The CSW 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 8.8, Section 88070(a)(1)-(2); 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 and CDSS CWS Manual, Section 31-405.
- 10.4 COUNTY shall arrange for a child to visit a potential placement prior to placement whenever possible. If CONTRACTOR, the child's CSW, and the child agree, the child may be placed at the time of the pre-placement visit.
- 10.5 The CSW shall acknowledge that an orientation discussion with the Placed Child and the CSW was completed by signing the LIC 613B (Exhibit A-IVa.) This orientation includes the items designated in SOW, Part C, Section 3.0 Well-Being, Sub-section 3.1 Intake Requirements, Sub-paragraph 3.1.9 Orientation of Placed Children.
- 10.6 The CSW 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 Hotline at (800) 697-4444. If a child is placed after regular business hours, CONTRACTOR shall call the Foster Care 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.
- 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).
- 10.8 The CSWs 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 3.0 Well-Being, Sub-section 3.3 Needs and Services Plan and Related Services, Sub-paragraphs 3.3.1 through 3.3.3.

- 10.9 The CSWs shall include written reports from CONTRACTOR in the next court report.
- 10.10 The CSW shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.
- 10.11 COUNTY will monitor for COUNTY's compliance with State laws, regulations and policies applicable to the visitation of children in placement.
- 10.12 The CSWs shall obtain parental or Juvenile Court consent, as needed, for the Placed Child's medical and dental care, mental health treatment, and participation in recreational and school activities.
- 10.13 CSW shall provide CONTRACTOR with a copy of the court authorization for psychotropic medication, when applicable, within one day of initial placement.

11.0 DESCRIPTION OF SERVICES

- 11.1 CONTRACTOR covenants and agrees to provide all Services as described in this Contract and set forth in the Statement of Work (Exhibit A or Exhibit Aa) of this Contract. CONTRACTOR shall provide such Services to each Placed Child in accordance with CONTRACTOR'S Program Statement (Exhibit B). CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such Services.
- 11.2 CONTRACTOR has submitted a Program Statement to COUNTY in accordance with the Program Statement Guidelines of CCLD included in Exhibit A-II, Foster Family Agency (FFA) Program Statement Instructions, and Exhibit A-III, Los Angeles County Department of Children and Family Services (DCFS) Amendment to LIC. 9128 (6/99) for Foster Family Agency Contract Program Statement. CONTRACTOR's Program Statement will include, but not be limited to, specific statements defining intake policy, treatment Services and policies, replacement and discharge policies, detailed statements of the total Services provided by CONTRACTOR, staffing, and the expenditure statement submitted to the rate setting and licensing agencies. CONTRACTOR's performance under this Contract will be evaluated in part based on CONTRACTOR's Program Statement.
- 11.3 COUNTY may, during the term of this Contract, request that CONTRACTOR make revisions to its Program Statement by notifying CONTRACTOR in writing thirty (30) days in advance of any proposed

changes. Also, CONTRACTOR shall submit a revised Program Statement to COUNTY at any time during the term of this Contract when CONTRACTOR makes changes to the program. COUNTY shall review such Program Statement revisions for approval, and once accepted by COUNTY, CONTRACTOR's revised Program Statement shall become a part of this Contract as Exhibit B in accordance with Part II, Section 5.0, Changes and Amendments.

12.0 CERTIFIED FOSTER PARENTS

- 12.1 CONTRACTOR agrees to recruit, certify, train, monitor and provide professional support to Certified Foster Parents in compliance with California Code of Regulations, and this Contract, including any future amendments thereto.
- 12.2 The certification of the foster parent(s) by CONTRACTOR does not create a volunteer, subcontractor, employment, agency, partnership or joint-venture relationship between CONTRACTOR and the Certified Foster Parent. CONTRACTOR's role includes, but is not limited to, certifying the foster parent(s); making the placement match between COUNTY placing agency and the Certified Foster Parent(s); and signing a placement Contract with the Certified Foster Parent(s) for each Placed Child in the Certified Family Home. CONTRACTOR shall also provide support services to the Certified Foster Parents, the Placed Child and the Placed Child's family in accordance with CONTRACTOR's Program Statement (Exhibit B), and the child's Case Plan/Case Plan update.
- 12.3 CONTRACTOR shall ensure that Certified Foster Parents reside at legal addresses and do not utilize P.O. Boxes for their mailing addresses.
- 12.4 COUNTY does not have any licensing or certification relationship with CONTRACTOR's Certified Family Home. A FFA foster parent home may not be certified by more than one FFA at any given time.
- 12.5 Sub-section 12.5 above shall not prohibit COUNTY or FFA staff from giving individuals, including certified/licensed foster parents, appropriate information about licensing, certification, legal guardianship and adoption upon request or in compliance with State adoption regulations.
- 12.6 To better assist CONTRACTOR in the certification and re-certification process and to ensure safer homes for placed children, prior to certifying prospective foster parents and re-certifying current foster parents, CONTRACTOR shall contact their assigned Out-of-Home Care Management monitor to inquire about any prospective or current certified foster parent's prior child abuse history. During the certification and recertification process, CONTRACTOR shall require prospective and

current certified foster parents to sign a release of information form, Applicant's Authorization For Release of Information (Exhibit A-XIII – Release of Information Form for Prospective Certified Foster Parents) to ensure details of any and all prior child abuse history be released to CONTRACTOR. CONTRACTOR shall submit the release of information form to their assigned monitor. The monitor will notify provide the CONTRACTOR with information if the prospective or current certified foster parent has any prior history of abuse and/or neglect which has been investigated by DCFS.

Based on information received, CONTRACTOR shall make a determination on the suitability of the prospective certified foster parent's and the continued use of a currently certified foster parent's ability to provide care and supervision of a placed child.

- 12.7 CONTRACTOR shall notify COUNTY of any and all updates and/or changes to the agency, vacancy information and placement homes, including when Certified Foster Parent is certified or decertified. Contractor shall report these updates/changes using the Foster Care Search System (FCSS). Notification of certification shall occur prior to placement. Notice of decertification shall occur within 72 hours following the date of decertification and shall include the name of the foster parent, date of birth and social security number and reason for decertification. These notices shall be sent to the DCFS' Revenue Enhancement Division via email to DCFS_REUNIT@dcfs.lacounty.gov or uploaded on the FCSS. Decertification notification shall include the reason for decertifying. Failure to provide this information to COUNTY may result in a Do Not Refer Status being placed on the FFA.
- 12.8 COUNTY shall notify CONTRACTOR of its intent to place child(ren) in a home of a relative or extended family member in a Certified Family Home.
- 12.9 Once a guardianship is finalized or an adoptive placement of a child in a certified home occurs, COUNTY shall notify CONTRACTOR.
- 12.10 CONTRACTOR shall report all Certified Family Homes and/or Certified Foster Parent(s) who are decertified (and the reason for decertification), since those recorded on the previous month's report on the Foster Family Agency Monthly Utilization Report (Exhibit A-XII), as described in Part I, Sub-section 18.6, Program Reporting Requirements, hereof.
- 12.11 In the event that a CONTRACTOR is put on Do Not Use Status, to ensure continuity of care for Placed Children, COUNTY may continue placement in the Certified Family Home if the Certified Foster Parent applies for licensure by the State, becomes certified by another FFA, or DCFS approves the home as a non-relative extended family member foster home.

13.0 STATE LICENSE

- 13.1 The CONTRACTOR shall maintain a FFA license issued by the California Department of Social Services, CCL Division, throughout the term of the Contract. A copy of the current license shall be included in the Program Statement.
- 13.2 The CONTRACTOR shall obtain an Adoption License issued by the California Department of Social Services, CCL Division within eleven (11) months from execution of this Contract, or if CONTRACTOR determines not to or is unable to obtain an Adoption License within eleven months from the execution of this Contract, CONTRACTOR shall have entered into a subcontract, signed by authorized parties, with a licensed adoption agency to provide adoption services including adoption home studies (when initially certified) for their certified foster homes.

A copy of the Adoption License shall be forwarded to the following:

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

A copy of the sub-contract shall be submitted for Director's or her designee's approval to the following:

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

- 13.3 The CONTRACTOR shall provide Services pursuant to the approved Program Statement. If planning to add additional offices during the term of the Contract, the CONTRACTOR shall notify the COUNTY Program Manager prior to the placement of and/or serving Placed Children from the additional office(s). Contractor's decision to pursue licensing of additional offices from CCLD does not ensure placements from the County.

14.0 FEES

CONTRACTOR shall not charge any Placed Child or his/her family or guardian, or receive any fee or payment from any Placed Child or his/her family or guardian, for Services rendered pursuant to this Contract. CONTRACTOR shall not charge

or receive fees or payments from any child or his/her family or guardian for children referred to CONTRACTOR pursuant to this Contract who are not accepted for placement.

15.0 OTHER SOURCES OF INCOME

15.1 CONTRACTOR shall forward any income (e.g., SSI, inheritance, personal injury and victims of crime awards, etc.) received on behalf of a Placed Child, other than the Placed Child's personal earnings, to the following address:

DCFS Finance Office
Attn: Deposit Unit
425 Shatto Place, Rm. #204
Los Angeles, CA 90020

CONTRACTOR shall work with COUNTY to ensure future income payments are paid directly to COUNTY by the payer.

15.2 The provisions of this Section do not in any way require CONTRACTOR to apply revenue, income, private grants or gifts that are unrestricted, to any cost or expense of CONTRACTOR, which is reimbursable by COUNTY hereunder.

15.3 The provisions of this Section do not supersede State regulations in the treatment of revenue, income, private grants or gifts in determining the rate of payment.

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

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Sub-sections 16.2, 16.3, and 16.4 below are internal DCFS procedures and are entitled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS may vary from the current protocol and procedures when such variance is required to protect the health and safety of Placed Children. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.1 Corrective Action Plan (CAP)

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

16.2 Hold Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during investigations or monitoring when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1 above, and as further described in Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.2.1 Notwithstanding the above, COUNTY may also elect to employ a Hold status (Sub-section 16.2.), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

16.2.2 COUNTY retains the right to impose a Hold status on individual certified foster homes at any time during investigations, auditing or monitoring when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the certified foster parent has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the a certified foster parent in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant requirement of this

Contract for which the certified foster parent(s) failed to ensure protection, care, and safety of placed children.

16.2.2.1 As certified foster parents are certified with CONTRACTOR, it is CONTRACTOR's responsibility to submit de-certification for cause notices to COUNTY, pursuant to Section 12.0 Certified Foster Parents in the event of a Hold status. COUNTY shall remove, or cause to be removed, all Placed Children from the certified foster parent's(s') care. CONTRACTOR shall not direct certified foster parent to contact COUNTY in the event of an imposed Hold action on a certified foster parent. Further, as this Foster Care Agreement is with CONTRACTOR, certified foster parents, in such event a Hold status is imposed, no DCFS local agency grievance policies and procedures will occur.

16.2.2.2 Under warranted circumstances, a Hold Status may be rescinded, on a certified foster parent as provided in Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.3 Do Not Refer Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Do Not Refer Status (DNR Status), when COUNTY reasonably believes, in its sole discretion based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1 above, and as further described in Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

When DNR Status is implemented, a CAP may be established, as provided in Exhibit N. DNR Status is removed if the CONTRACTOR conforms to the CAP in terms of content and timeframe, or as provided in Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.3.1 Notwithstanding the above, COUNTY may also elect to employ a DNR status (Sub-section 16.3), unless child safety is at issue,

involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

16.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all Placed Children from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1 above, and as further described in Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures.

16.4.1 Notwithstanding the above, COUNTY may also elect to employ a DNU status (Sub-section 16.4), unless child safety is at issue, involving Overpayments only after compliance with MPP 45-304 through 45-306 inclusive, under circumstances where CONTRACTOR has failed to repay COUNTY per voluntary agreement (MPP 45-305.2.21 through 45-305.2.24), failed to repay per voluntary agreement pursuant to MPP 45-304.1.124, or failed to voluntarily repay COUNTY and after exhaustion of due process in COUNTY's favor (MPP 45-304.51 through 45-304.52).

16.5 Notice Requirements

COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS' decision to place CONTRACTOR on Hold or intention to implement Do Not Refer or Do Not Use Status. Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws,

notification will include the reason(s) for placing CONTRACTOR on Hold Status, or implementing Do Not Refer or Do Not Use Status.

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

When DNR or DNU Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as described in Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures) to discuss the COUNTY's decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference (please refer to Exhibit N, DCFS Foster Family Agency Contract Investigation/Monitoring/Audit Remedies and Procedures).

16.6 Disagreement with Decision

Other than overpayment determinations subject to MPP 45-304 through 45-306 inclusive, CONTRACTOR may challenge the COUNTY action in accordance with DCFS/Probation local agency policies and procedures (please refer to Exhibit N) then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part I, Section 20.0 herein.

16.7 Termination Hold Status

Nothing herein shall preclude the COUNTY from terminating this Contract for convenience or for default. Notwithstanding any other provision of this Contract, in the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children from the CONTRACTOR's supervision. In such event, no DCFS local agency grievance policies and procedures will occur.

17.0 FINANCIAL REPORTING

17.1 CONTRACTOR shall report semi-annual revenues and expenditures on the Expenditure Report (Exhibit E). This report will require sign-off, under

penalty of perjury, by CONTRACTOR'S Executive Director or CONTRACTOR's Administrator, as defined in Title 22, Division 6, Chapter 8.8, Section 88001(a)(2).

- 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.
- 17.3 If the Contract starts on a date other than July 1 or January 1, then the initial report shall be for a period less than six (6) months and the final report will also be for a period less than six (6) months.
- 17.4 In the event that the expenditure report is not filed timely, COUNTY may take action, pursuant to policies and procedures outlined in Part I, Section 16.0. In the event the "Do Not Refer" and/or "Do Not Use" status is used, COUNTY shall notify CONTRACTOR in writing seven (7) days prior to such status being used.
- 17.5 In addition to the semi-annual expenditure report, the CONTRACTOR shall file a copy of the State of California Department of Social Services Total Program Cost Display (Form FCR 12 FFA) for the most recent period, thirty (30) days prior to each anniversary date of this Contract. This form is submitted for information only and not for approval.

17.5.1 SUBMISSION OF IRS AND EDD TRANSCRIPTS

CONTRACTOR shall submit to COUNTY a true and correct and complete copy of its Internal Revenue Service (IRS) and Employment Development Department (EDD) Account Transcripts showing each of its quarterly IRS Form 941 and EDD Form DE-9 filings (hereafter "IRS and EDD Transcripts"). CONTRACTOR shall submit its IRS and EDD Transcripts in a timely fashion, as set forth in this Contract, and time shall be of the essence with regard to the submission of the IRS and EDD Transcripts to the COUNTY.

17.5.1.1 CONTRACTOR shall submit to the COUNTY its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the first and second quarters of the calendar year, not later than September 30, of the year in which the IRS Form 941 and EDD Form DE-9 were filed.

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

the year immediately following the year in which the IRS Form 941 and EDD Form DE-9 were filed.

17.5.1.3 In the event CONTRACTOR does not file the IRS Form 941 and EDD Form DE-9 during a quarter, CONTRACTOR shall submit to the COUNTY, in addition to the transcripts identified in 17.5.1.1 and 17.5.1.2, a true and correct copy of its Internal Revenue Service Verification of Nonfiling (“IRS VN”) and Employment Development Department Employer Account Statement (“DE-2176”).

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

Contracts Administration Division
Contract Compliance Section - Fiscal Compliance
Department of Children and Family Services
3530 Wilshire Blvd. 5th Floor
Los Angeles, CA 90010

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

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

17.5.1.7 CONTRACTOR understands and acknowledges that COUNTY is subject to the provisions of the California Public Records Act; consequently, every IRS Transcript and EDD Transcript and IRS VN and EDD DE-2176 submitted to the COUNTY pursuant to the terms of this Contract becomes a matter of public record, with the exception of those parts of each submitted document which are specifically identified, and plainly marked, by the CONTRACTOR, at the time of submission to the COUNTY, as exempt from disclosure pursuant to the provisions of the California Public Records Act. For

purposes of this Contract, parts of each submitted document are not specifically identified and plainly marked unless they specifically identify the legal authority and operative facts which exempt the part from disclosure pursuant to the California Public Records Act.

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

17.5.1.9 CONTRACTOR and COUNTY agree that a blanket statement of exemption, confidentiality or the marking of each page of an IRS Transcript and EDD Transcript or IRS VN and EDD DE-2176 as exempt or confidential shall not be sufficient to exempt the IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any portion thereof, from disclosure by the COUNTY. The CONTRACTOR must specifically label only those portions of the IRS and EDD Transcripts or IRS VN and EDD DE-2176 which are exempt from disclosure pursuant to the California Public Records Act and provide a citation to the legal authorities which render the portion exempt from disclosure.

17.6 The semi-annual expenditure report and total program cost display shall be mailed to:

DCFS
Fiscal Monitoring and Special Payments
Administrative Services Manager III
425 Shatto Place, Room 304
Los Angeles, CA 90020

18.0 PROGRAM REPORTING REQUIREMENTS

18.1 The CONTRACTOR and Certified Foster Parents shall report all suspected child abuse allegations and incidents to the COUNTY's Child Protection Hotline (CAHL), as more fully described in Part II, Section 6.0 Reporting Suspected Child Abuse, Sub-section 6.1, and CCLD **immediately** upon discovery.

18.2 The CONTRACTOR shall make and document reasonable efforts to provide a monthly telephonic update report to the CSW. In addition to the provisions addressing the Needs and Services Plan in the Statement of

Work, Part C, Section 3.0 Well-Being, Sub-section 3.3 Needs and Services Plan and Related Social Services, Sub-paragraph 3.3.1, CONTRACTOR shall develop a comprehensive, individualized Needs and Services Plan that (1) contains both long-term and short-term goals that treat the identified needs of the Placed Child; (2) is specific, measurable, attainable, and time-limited; and (3) meets the requirements specified in Title 22, Division 6, Chapter 8.8, Sections 88070, 88070.1, 88068.2, 88068.3, and 88069.1.

- 18.3 The CONTRACTOR shall prepare and submit a Special Incident Report, via the DCFS Internet site (I-Track) System, for each Placed Child in accordance with the guidelines and time frames in Exhibit A-VIII, Special Incident Reporting Guide for Foster Family Agencies. Failure to report via the I-Track system may result in further action as described in Exhibit N.
- 18.4 The CONTRACTOR shall prepare and submit a signed Quarterly Report to each Placed Child's CSW by the 10th business day following the end of each quarter from the date the child was placed. The Quarterly Report shall include the following items identified on the Agency Placement Agreement, SOC 154 (12/93) (Exhibit A-VII)
- 18.4.1 Current status of Placed Child's physical and psychological health [Include the date of each medical/dental appointment, diagnosis, recommended treatment, follow-up, and medication the Placed Child received during the quarter. Include health and safety related Services provided to the Placed Child, specifying the dates of Service(s) for each occurrence.];
- 18.4.2 Reassessment of Placed Child's adjustment to the Certified Family Home, program, peers, school, and staff [Include copy of school report card(s), school attendance, and Individualized Education Plan (IEP) when applicable. Specify the type of school (i.e., public, private, non-public, on-grounds, community-based, etc.) and educational program provided.];
- 18.4.3 Progress toward short-term objectives and long-range goals including tasks that have been performed to reach these objectives and goals [Include the status of the permanency plan and, when applicable, the Transitional Independent Living Plan (TILP) including homemaking skills, status of vocational training and/or job experience, artistic abilities, etc. Include the most recent copy of the updated Emancipation Preparation Contract for each Placed Child age 14 years and older.];
- 18.4.4 Reassessment of unmet needs and efforts made to meet these needs;

- 18.4.5 Modification of treatment plan, tasks to be performed and the likelihood of family reunification; and
- 18.4.6 Involvement of Placed Child and his/her parent in treatment program [Include dates and type of contact with the CSW during the quarter, including telephone calls].
- 18.5 The CONTRACTOR shall prepare and submit a Termination Report to a Placed Child's CSW 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 the CONTRACTOR's records relating to the Placed Child.
- 18.6 The CONTRACTOR shall prepare and submit a monthly report to the COUNTY's Program Manager due on the 5th of each month. This report shall include overall statistics of the FFA's program including: (1) foster parents certified since the last report [names, addresses, and phone numbers]; (2) foster parents decertified since the last report [names, addresses, phone numbers, and the reasons for decertification]; and (3) children placed in each Certified Family Home using Exhibit A-XII.
- 18.7 The CONTRACTOR shall prepare and submit a report in each instance enumerated in Part I, Section 6.0 Insurance Coverage Requirements, Sub-section 6.4, Notification of Incidents, Claims or Suits.
- 18.8 COUNTY shall maintain the confidentiality of all data collected in monthly reports to the extent they are not subject to disclosure under the Public Records Act or other laws or regulations.
- 18.9 CONTRACTOR shall maintain, and provide to the County as requested, an Annual Report listing all Outside Employment Activities Exhibit II-I, for all Contractor's employees. If Contractor uses independent contractors to provide case management, social work, or any other services to children and families described in this contract, those independent contractors should be included in the Report on Outside Employment Activities. Contractor's employees and Independent contractors shall certify the accuracy of the information provided on the Report on Outside Employment Activities.
- 18.9.1 Contractor shall maintain, and provide to the County as requested, an Annual Report on Conflict of Interest Exhibit II-II, for all Contractor's Corporate Officers, Board of Director's members, and volunteers. Contractor's Corporate Officers, Board of Director's members, and volunteers shall certify the accuracy of the information provided on the Report on Conflict of Interest.

19.0 RECORDS AND INVESTIGATIONS

- 19.1 CONTRACTOR shall maintain and retain records on each Placed Child as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80070, and Chapter 8.8, Sections 88070 and 88070.1; and the relevant provisions in this Contract, including this Section 19.0, and CONTRACTOR's Program Statement (Exhibit B). Such records shall include, but not be limited to, placement and termination documents, medical and dental records, a record of court orders allowing psychotropic medication, Placed Children's financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, Placed Child interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the Placed Child's record, maintained at CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who require it for needs and Services planning.
- 19.2 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 Auditor-Controller Contract Accounting and Administration Handbook (Exhibit C-IA). CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 19.3 CONTRACTOR shall maintain and retain records on each Certified Family Home and Certified Foster Parent as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80066 and Chapter 8.8, Sections 88066, 88066.1, 88069.7 and 88069.8. Such records shall include, but not be limited to, fingerprint clearances, Child Abuse Index clearances, CONTRACTOR's Certificate of Approval, and CONTRACTOR's admission agreements for each Placed Child.
- 19.4 All records described in Sub-sections 19.1 through 19.3 hereof, supporting documents, statistical records, and all other records pertinent to performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County or contiguous county and shall be made available to COUNTY, State or Federal authorities, as provided by applicable law, 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 reviews, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County or contiguous county, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights 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, Section 23-353.

- 19.5 COUNTY retains the right to inspect, monitor, and conduct investigations of CONTRACTOR's program/fiscal operations, performance and contract compliance without prior notice to CONTRACTOR seven days a week, 24 hours a day. Unannounced audits, monitoring, interviews with children and investigations may occur without prior notice when COUNTY, in its sole discretion, deems it necessary. CONTRACTOR will be given reasonable prior notice of routine audits, monitoring, and inspections. CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including but not limited to, the U.S. Comptroller General, shall have access to and the right to inspect, examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. The Auditor-Controller Contract Accounting and Administration Handbook (Exhibit C-IA) details the audit protocols followed by the A/C and DCFS/Probation during fiscal audit reviews.
- 19.6 Such program reviews, investigations, and/or audits shall encompass all of CONTRACTOR's financial, program, Certified Foster Parent, Subcontractor, and Placed Children's records related to Services provided under this Contract, and any other financial transactions, as determined necessary by COUNTY to ensure that AFDC-FC funds have been accounted for and Expended in accordance with Part I, Section 25.0, Use of Funds. Methods of inspection may include, but are not limited to, the interview of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and Subcontractor(s) and inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, Subcontracts, space and equipment leases and other relevant books, records, worksheets and logs as appropriate for ensuring CONTRACTOR accountability of expenditures and program performance under this Contract. CONTRACTOR's employee records may be reviewed in accordance with State and federal labor laws. CONTRACTOR shall enlist

the cooperation of all Subcontractors, staff, and Board members in such efforts.

- 19.7 Upon request, CONTRACTOR shall provide COUNTY with photocopies of records and documents, including Placed Children records, Certified Foster Parent and personnel records, unless prohibited by federal, state, or local laws. CONTRACTOR shall be responsible for the cost of providing photocopies to COUNTY.
- 19.8 CONTRACTOR shall be responsible for annual or triennial financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual or triennial financial audits, as applicable, when required by any governmental entity (e.g. Federal government, the California Department of Social Services (CDSS), COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted governmental auditing standards. Within thirty (30) days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to: DCFS, Bureau of Finance and Administration, Fiscal Monitoring and Special Payments, 425 Shatto Place, Room 304, Los Angeles, California 91740, Attention: Administrative Services Manager III, and to DCFS, Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, California 90020, Attention: FFA Contract Analyst.
- 19.9 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 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).

19.10 Record Keeping During and After a Disaster

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

- 19.11 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 take all appropriate action including but not limited to, implementation of Hold Status, Do Not Refer Status, and/or Do Not Use Status, as set forth in Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. If CONTRACTOR

disagrees that there has been a material breach, CONTRACTOR may exercise its rights consistent with Part I, Section 20.0 Dispute Resolution Procedures of this Contract.

20.0 DISPUTE RESOLUTION PROCEDURES

- 20.1 CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this Contract. All such disputes shall thereafter be subject to the provisions of this Section 20.0.
- 20.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue to perform hereunder, except for any performance which COUNTY determines should not be performed as a result of such dispute consistent with Part I, Section 16.0 Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, of this Contract. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 20.3 Nothing in this Section 20.0 herein prevents COUNTY or CONTRACTOR from seeking provisional remedies, such as injunction or extraordinary relief such as a writ. If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations.
- 20.4 CONTRACTOR shall retain all rights to appeal the COUNTY action through the filing of a claim pursuant to Los Angeles County Code, Title 4, Chapter 4.04, which pertains to all claims against the COUNTY for money or damages which are excepted by Section 905 of the Government Code from the provisions of Division 3.6 of the Government Code (Section 810 et seq.) and which are not governed by any other statutes or regulations expressly relating hereto.
- 20.5 If the matter involves an overpayment, CONTRACTOR or COUNTY shall have first implemented the remedies and relief mandated by State regulations prior to seeking other forms of relief set forth in Section 20.0. As to any dispute arising out of or relating to this Contract, which is not governed by other statutes or regulations expressly relating hereto, including but not limited to Overpayments, including the breach, termination or validity thereof, which has not been resolved by the filing of a claim pursuant to Sub-section 20.4 herein, or the California Tort Claims Act (Government Code Sections 810-996.6), CONTRACTOR and COUNTY hereby waive their respective right to trial by jury **(and instead agree to trial by a judge _____ [please initial])** of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either CONTRACTOR against COUNTY or COUNTY against CONTRACTOR.

- 20.6 Nothing herein precludes the COUNTY and CONTRACTOR from mutually agreeing in writing to settle any disputes by binding arbitration or any other alternative dispute resolution procedure.
- 20.7 This provision shall not apply to third party claims brought by or on behalf of an individual, his/her heirs, assigns and/or successors-in-interest, based upon, or relating to, injuries allegedly sustained by that individual when he/she was a Placed Child.
- 20.8 As to any dispute arising out of or relating to this contract which specifically involves an Overpayment, dispute resolution and remedies set forth in the identified MPP are controlling and administrative remedies shall be exhausted by COUNTY and CONTRACTOR prior to any other remedy or resolution being implemented under Part I, Section 20.0 or any other applicable law, statute, or regulation.

21.0 INTERPRETATION OF CONTRACT

21.1 Validity

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

21.2 Governing Laws, Jurisdiction and Venue

This Contract shall be construed in accordance with and governed by 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, California.

21.3 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 agreements herein contained be construed as in any manner changing the terms of this Contract or stopping COUNTY from enforcing the full provisions thereof.

21.4 Caption Headings

Captions and section headings used in this Contract are for convenience only and are not a part of this Contract and shall not be used in construing this Contract.

22.0 CONTRACT ENFORCEMENT, OUT OF HOME CARE MANAGEMENT, MONITORING, AND REVIEW

22.1 The Director shall be responsible for the enforcement of this Contract on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. Director hereby reserves the right to assign such personnel as are needed to serve as Program Manager in order to inspect and review CONTRACTOR's performance of and compliance with all contractual Services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract.

22.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures, as set forth in Part I, Section 19.0, Records and Investigations.

22.3 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.

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

23.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

23.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

- 23.2 All funds for payment are conditioned upon COUNTY Board of Supervisors' appropriation of sufficient funds for this purpose. Payments during subsequent Fiscal Year periods are dependent upon similar Board of Supervisors' action.
- 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 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.

24.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE

- 24.1 This Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Termination of this Contract shall be effective by the delivery to COUNTY of written notice of termination pursuant to Part I, Section 8.0, Notices, specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ninety (90) Days after the notice is sent, unless COUNTY notices CONTRACTOR, pursuant to Part I, Section 8.0, Notices, that the termination will be effective in thirty (30) Days. In the event of a breach by COUNTY under this Contract, CONTRACTOR shall have all remedies available at law, subject to the terms of Part I, Section 20.0, Dispute Resolution Procedures.
- 24.2 CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount,

if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

- 24.3 After receipt of a notice of termination, COUNTY will provide for the continued placement or removal of Placed Children in a fashion that is consistent with the best interest of children.

25.0 USE OF FUNDS

- 25.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.
- 25.2 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the placement, care and Services of Placed Children, in order to maintain the standards of care and Services consistent with the Statement of Work and the AFDC-FC payments received, and including expenditures consistent with MPP 11-404. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR's Expenditures for the then current fiscal year. CONTRACTOR's cost allocation plan shall be developed in accordance with the principles included in OMB Super Circular (Exhibit Ca) or any publication that supersedes these OMB circulars and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit C-IA).
- 25.3 CONTRACTOR shall expend foster care funds on reasonable and allowable Expenditures in providing the necessary placement, care and Services, as specified in this Contract, for children placed by COUNTY. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Super Circular (Exhibit Ca) or any publication that supersedes these OMB circulars. and Auditor-Controller Contract Accounting Administration Handbook (Exhibit C-IA); Manual of Policies and Procedures Sections 11-400, 11-402, 11-403, 11-404, and 11-420; and 45 CFR 74.27, and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit C-IA). Any AFDC-FC funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds will be governed by the provisions outlined in Part 1, Section 19.0 Dispute Resolution Procedures. If the

dispute is solely pertaining to an Overpayment, the procedures and remedies set forth in MPP 45-304 through 45-306 and 11-404 inclusive, shall be controlling and must be exhausted, per Section 19.8, prior to any other remedy or resolution being implemented under Part 1, Section 19.0 or other applicable law, statute, or regulation.

- 25.4 All uses of AFDC-FC funds paid to and Expended by 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, as set forth in Exhibits Ca, and C-IA. 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. Upon notice by the CONTRACTOR, the COUNTY will, upon verification by the COUNTY, reduce the audit disallowance claimed by the COUNTY by the amount subject to repayment to the state for duplicated disallowed Expenditures during the time period covered by the COUNTY's audit.
- 25.5 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of AFDC-FC funds, paid to and Expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of Placed Children, and to determine the appropriate disposition of unallowable Expenditures.
- 25.6 Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR's unexpended 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 Revenue and 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 Foster Family Agency 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 that is acceptable to COUNTY within 30 days of denial of proposed plan. DCFS shall respond in writing within 25 days of receipt of CONTRACTOR's revised plan. CONTRACTOR shall respond with any proposed amendments to revised plan within 15 business days of receipt of DCFS' written response. DCFS will issue a final plan within 5 days of receipt of CONTRACTOR's amendments.

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 Part I, Section 16.0, 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 Part I, Section 20.0.

26.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS

- 26.1 CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Contract.
- 26.2 A Fixed Asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years and an acquisition cost of \$5,000 or more of COUNTY funds per unit capitalized.
- 26.3 CONTRACTOR shall, for any Real Property, land or Fixed Asset costing \$35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least 15 business days prior to any purchase (including Capital Leases as defined by Generally Accepted Accounting Principles (GAAP)), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for

the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Section 25.0 Use of Funds, Sub-section 25.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by certified mail. COUNTY shall, within 15 working days of receipt of any such request for approval, provide a written response to CONTRACTOR by certified mail. If COUNTY's response is not received within 10 working days, CONTRACTOR will notify the Director's designee.

- 26.4 Upon obtaining COUNTY's prior written approval, the items referenced in Sub-section 26.3 above may be purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in Sub-section 26.3 above will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's prior written approval, as described in Sub-section 26.3 above, shall be deemed owned by CONTRACTOR.

27.0 INDEMNIFICATION

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

28.0 SALARIES AND COMPENSATION

28.1.2 Executive Compensation

28.1.1 All executive compensation shall be reported for each executive officer. The reasonableness standards and criteria for executive compensation are contained in Internal Revenue Code Section 4958. This rule shall apply to all individuals of the non-profit corporation deemed by the Internal Revenue Service (IRS) to be anyone in a position to exercise substantial influence over a non-profit corporation's affairs. This rule may apply to the individual's immediate family as well as to family-controlled entities. Compensation provided in accordance with Internal Revenue Code Section 4958 shall be deemed to be reasonable for the purposes of reporting AFDC-FC costs.

28.2 Social Work Services

28.2.1 Salaries for Social Work services shall be for the reasonable social work activities provided as defined in Section 11-400s (4) of the California Department of Social Services Manual of Policies and Procedures (MPP).

28.2.2 In the event COUNTY discovers an Excess Salary or Excess Compensation, or Excess Benefits payment was made to CONTRACTOR which can be defined as a collectable Overpayment, CONTRACTOR may avail of the informal and formal hearing procedures provided for in MPP 45-306. Once due process has expired, or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.

29.0 USE OF DONATED FUNDS

29.1 CONTRACTOR shall not commingle funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed pursuant to this contract with any other funds, regardless of the source of those other funds.

29.1.1 If CONTRACTOR receives outside donations, it shall record all donated funds separately in their accounting records from funds paid by COUNTY to the CONTRACTOR for the purchase of goods or the provision of services performed and paid for pursuant to this contract under the CONTRACTOR's California Department of Social Services Foster Care Rates Program Number _____ at the CDSS Community Care Licensing Division Facility license # _____.

29.2 If CONTRACTOR uses any donated funds to pay for any expenses related to the purchase of good or the provision of services performed pursuant to this contract, then the CONTRACTOR shall maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The CONTRACTOR shall also maintain accounting records that clearly identify that donated funds were expended. Furthermore, CONTRACTOR's accounting records shall conform to the accounting requirements of this contract, which include, but are not necessarily limited to, the cost reporting requirements of Exhibit C_ Office of Management and Budget (OMB) Super Circular; and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit C-IA).

29.3 Contractor must also conform to the audit provisions in OMB Super Circular, or any publication that supersedes these OMB circulars. The applicable provisions of CDSS CCLD Manual of Policy and Procedures (MPP) sections 11-402, 11-403, 11-404, and 11-405 and Exhibit C-IA, Auditor-Controller Contract Accounting and Administration Handbook.

FOSTER FAMILY AGENCY MASTER CONTRACT FOR FOSTER CARE

PART II: STANDARD TERMS AND CONDITIONS

Foster Family Agency Master Contract for Foster Care
STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – COUNTY

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

1.1 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Part II, Section 5.0, Change Notices and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The 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.

1.2 COUNTY's Contract Program Monitor

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

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

2.0 ASSIGNMENT AND DELEGATION

- 2.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-section 2.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against COUNTY.
- 2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 2.2.1 Any withdrawal or change of shareholders, members, directors or other persons named on CONTRACTOR's Community Care license application (which significantly changes CONTRACTOR's program as it existed at the time of the execution of this Contract) or any change in the license under CONTRACTOR's Community Care license is an assignment requiring COUNTY consent.
- 2.2.2 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute COUNTY consent.
- 2.2.3 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants, and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever

without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

3.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this Contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

4.0 BUDGET REDUCTION

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

5.0 CHANGES AND AMENDMENTS

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. COUNTY shall give CONTRACTOR thirty (30) Days prior written notice delivered by certified mail, return receipt requested, of its intent to make such changes and amendments hereunder. Any significant cost impact associated with such an amendment shall be addressed in developing the amendment. A significant cost impact is defined as an incremental cost of \$1,200 annually on a cumulative basis. Such revisions shall be in writing and shall be accomplished in the following manner:

- 5.1 Exhibits A-I, 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.

- 5.2 For any change which does not have a significant cost impact, affect the scope of work, period of performance, payments, or which does not materially alter any term or condition included in this Contract, or for any change in CONTRACTOR's Program Statement, or for any change to exhibits described in Sub-section 5.1 with significant cost impact on CONTRACTOR, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Director or designee. As used herein, the term "materially alter" is defined as being a change, which, in the sole discretion of COUNTY, warrants execution, by the Board of Supervisors.
- 5.3 For any change not covered by Sub-sections 5.1 or 5.2, an amendment to this Contract shall be prepared, by COUNTY, signed by CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.

6.0 REPORTING SUSPECTED CHILD ABUSE

- 6.1 CONTRACTOR agrees that the safety of the Placed Child will always be the first priority. To ensure the safety of the Placed Children, CONTRACTOR will train Certified Foster Parents to **immediately**, upon discovery, notify the Child Protection Hotline (CAHL), the DCFS Quality Assurance Division, and CCLD, whenever CONTRACTOR reasonably suspects that a Placed Child has been a victim of abuse and/or is in danger of future abuse. CONTRACTOR will remain with the Placed Child if imminent risk is present. The CONTRACTOR shall not and Certified Foster Parents will be trained not to investigate allegations of child abuse and establish disposition prior to the investigation by the DCFS Quality Assurance Division and CCLD. If the CONTRACTOR decertifies a Certified Family Home at the request of the Certified Foster Parent during an investigation and prior to disposition CONTRACTOR shall note the investigative status on the Foster Family Agencies Notification of Action Taken form [LIC #197].

6.2 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:

6.2.1 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.

6.2.2 To the extent possible and reasonable, CONTRACTOR will educate employees, consultants or agents who are not mandated reporters of child abuse, as defined in California Penal Code Section 11166 et seq, on procedures for reporting any reasonable suspicion of child abuse.

6.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the Placed Child is always the first priority.

7.0 CHILD SUPPORT COMPLIANCE PROGRAM

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

7.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through 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.

7.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR maintains 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

7.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 7.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) Days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Part II, Section 34.0, Termination for CONTRACTOR's Default, and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

8.0 GRIEVANCES

CONTRACTOR shall establish written procedures to resolve grievances by Certified Foster Parents or staff of CONTRACTOR.

9.0 COMPLIANCE WITH APPLICABLE LAWS

9.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, guidelines, policies and procedures, 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 there over.

9.1.1 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.

9.1.2 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

WIC and MPP Division 19, as further described in Part I, Section 9.0, Confidentiality, of this Contract.

9.1.3 CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

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 Part II, Section 34.0, Termination for Contractor's Default, of this Contract.

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 Part II, Sub-section 25.1, Non-Discrimination in Employment.

10.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap be subjected to discrimination under the privileges and use granted by this Contract or under any project, program or activity supported by this Contract.

11.0 COMPLIANCE WITH JURY SERVICE PROGRAM

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

11.1 Written Employee Jury Service Policy

11.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to

the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) Days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

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

11.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that

CONTRACTOR continues to qualify for an exception to the Program.

11.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

12.0 CONFLICT OF INTEREST

- 12.1 Notwithstanding any other provision of this Contract, no COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Contract. No officer or employee of COUNTY who may financially benefit from the provision of Services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such Services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such Services.
- 12.2 No DCFS employee, either active or on leave status, shall serve as an employee or contractor of CONTRACTOR in any capacity on a full or part-time basis. No DCFS employee either active or on leave status shall be certified as a foster parent except when the DCFS Director, or delegate, has signed a written waiver to this prohibition for purposes of entering into a foster-adopt plan of action.
- 12.3 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts, which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

13.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

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

(GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR. CONTRACTOR shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

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

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

15.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

15.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract

with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 15.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 15.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 15.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 15.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 15.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in

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

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

15.9 This Section 15.0 shall also apply to Subcontractors of COUNTY Contractors.

16.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

17.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate 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 COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other

penalties as specified in this Contract.

18.0 CRIMINAL CLEARANCES

- 18.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law and as more fully set forth in the Statement of Work, to ascertain arrest and conviction records for all current and prospective employees, certified foster parents, other adults residing in the certified home and/or on the premises of the certified foster parent's(s') personal property, independent contractors, volunteers or Subcontractors who may come in contact with Placed 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.
- 18.2 CONTRACTOR agrees to follow the requirements for criminal clearances found in California Health and Safety Code Section 1522 (Exhibit F) incorporated herein by reference as though set forth in full. CONTRACTOR shall also perform a Child Abuse Index check for each of its employees.
- 18.3 CONTRACTOR shall obtain a criminal clearance or an approved criminal record exemption on each individual for whom such clearance or exemption is required, prior to any contact with Placed Children. CONTRACTOR shall notify COUNTY of any request for exemptions and/or exceptions from California Department of Social Services (CDSS) Criminal Background Check Bureau (CBCB) of any prospective and current certified foster parents, other household members, and substitute caregivers/babysitters. CONTRACTOR shall inform COUNTY of any approved exemptions and/or exemptions by CDSS' CBCB. Notifications shall be sent to CONTRACTOR's assigned Out-of-Home Care Management assigned monitor. CONTRACTOR shall report any subsequent arrest, conviction, and probation or parole violation of these individuals to CCLD, DCFS CSW/Probation, and DCFS/Probation assigned monitor within two business days of notification. The Out-of-Home Care Management Division has discretion not to utilize a certified foster home that has received a criminal record exemption. CONTRACTOR shall be notified of such decision within 5 days of DCFS receipt of this information.
- 18.4 CONTRACTOR shall immediately notify COUNTY, if CONTRACTOR learns, from a Child Abuse Index check or other means, 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 Placed Children while providing services under this Contract when such information becomes known to CONTRACTOR.

18.5 CONTRACTOR shall check the Megan's Law Website at <http://meganslaw.ca.gov> prior to: the certification of any prospective foster parent to include both the prospective foster parent and any other adults residing in the certified home and/or on the premises of the certified foster parent's(s) property; the hiring of any prospective employee(s) or the use of agency independent contractor(s), volunteer(s) or Subcontractor(s) who may come in unsupervised contact with Placed Children in the course of their work, volunteer activity or performance of the Subcontract. CONTRACTOR shall maintain records documenting this verification.

COUNTY will not monitor and report findings on the contract provision that was implemented via amendment, effective May 1, 2014, through April 30, 2015, which instructs the CONTRACTOR to contact the law enforcement agency to check its database and to document the result.

Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise any and all of its rights consistent with Part I, Section 19.0 Dispute Resolution Procedures of this Contract.

19.0 EMPLOYEE BENEFITS AND TAXES

19.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

19.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

20.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in

connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

21.0 EVENTS OF DEFAULT

21.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract either immediately or within such longer time period as noticed by COUNTY, if COUNTY determines, at its sole discretion, that any of the following circumstances exists:

21.1.1 CONTRACTOR has made a material misrepresentation of any required information in the Program Statement; or

21.1.2 CONTRACTOR fails to comply with or perform any material provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract; or

21.2 Notice is given by CDSS that CONTRACTOR's Foster Family Agency Program Rate will be terminated. Actual termination of the Rate is not required for default pursuant to this provision.

21.3 CONTRACTOR's failure to comply with the Criminal Clearance background check and/or the Megan's Law Website database check requirements, including certifying a foster home with either an exemption or exception to the Criminal Clearance background check for use by the COUNTY without prior written approval from the COUNTY Program Manager, shall be considered an event of default.

21.4 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

21.4.1 CONTRACTOR ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

21.4.2 The filing of a voluntary petition in bankruptcy;

21.4.3 The appointment of a Receiver or Trustee for CONTRACTOR;

21.4.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

21.5 Other Events of Default

Determination by COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

22.0 FORMER FOSTER YOUTH CONSIDERATION

22.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform Services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants, as described in Part II, Sections 13.0 and 14.0) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant position(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:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Youth Development Services
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

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

23.0 INDEPENDENT CONTRACTOR STATUS

23.1 This Contract is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation

benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Contract.

24.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

25.0 NON-DISCRIMINATION IN EMPLOYMENT

- 25.1 CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap, in compliance with all applicable Federal and State non-discrimination laws and regulations. This includes compliance with Executive Order 11246 entitled "Equal Employment Opportunity," Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).
- 25.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include but is not limited to the following: 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.
- 25.3 CONTRACTOR shall deal with its Subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.
- 25.4 CONTRACTOR shall provide access for COUNTY's representatives to inspect CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this Section when so requested by COUNTY, in accordance with applicable state and federal law.
- 25.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. COUNTY reserves the right to

determine independently whether the non-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Contract.

25.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Contract, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Contract.

26.0 NON-DISCRIMINATION IN SERVICES

In the performance of this Contract CONTRACTOR shall not discriminate in the delivery of Services as provided in CONTRACTOR's Program Statement, attached hereto as Exhibit B, on the basis of race, religion, color, creed, national origin, sex, sexual orientation, age, condition of physical or mental handicap, marital status or political affiliation. CONTRACTOR shall comply with the Civil Rights Act of 1964, Government Code Section 11135 and all other applicable laws and regulations, in addition to complying with the CONTRACTOR's CDSS, CCLD license. COUNTY and CONTRACTOR agree that CONTRACTOR will accept or reject children for placement consistent with CONTRACTOR's Program Statement and in compliance with CONTRACTOR's license. Such determination may not be arbitrary and capricious, unreasonable or discriminatory.

27.0 NOTICE OF DELAYS

Except as otherwise provided herein, when either party to this Contract has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

28.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit L.

29.0 PROPRIETARY RIGHTS

- 29.1 During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such materials, data and information developed under and/or used in connection with this Contract make copies thereof, and use the working papers and the information contained therein.
- 29.2 To the extent that 45 CFR 95.617 applies to this Contract, this Sub-section 29.2 shall be applicable. Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein. To the extent that 45 CFR 95.617 does not apply, nothing precludes the CONTRACTOR from seeking a trademark to its intellectual property developed during the term of this contract.
- 29.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 29.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Sub-section 29.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 29.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 29.4 for:

29.1.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 29.3;

29.1.2 Any materials, data and information covered under Sub-section 29.2; and

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

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

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

29.8 The provisions of Sub-sections 29.5, 29.6, and 29.7 shall survive the expiration or termination of this Contract.

30.0 DISCLOSURE OF INFORMATION

30.1 In recognizing CONTRACTOR's need to identify its Services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this Contract within the following conditions:

30.1.1 CONTRACTOR shall develop all publicity material in a professional manner and subject to Part I, Section 9.0, Confidentiality, of this Contract.

30.1.2 During the course of performance of this Contract, CONTRACTOR, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of COUNTY. Said consent shall not be unreasonably withheld, and approval by COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.

30.1.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales material that it has been awarded a contract to provide Services, provided, however, that the requirements of this provision shall apply.

31.0 RECYCLED-CONTENT PAPER

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

32.0 SAFELY SURRENDERED BABY LAW

32.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law

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

32.2 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 S, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

33.0 SUBCONTRACTING

33.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY DCFS Director, except as provided in the Statement of Work, Section C, Sub-section 1.1.2. 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."
- 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 Manager all the following documents:
- 33.4.1 An executed 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 Part I, Section 6.0, 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 Manager 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.

34.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 34.1 Upon determining the existence of any one or more of the circumstances heretofore described in Part II, Section 21.0, Events of Default, this Contract may be subject to termination, by the Board of Supervisors, either immediately or within such longer time period as noticed by COUNTY.
- 34.2 In the event COUNTY terminates this Contract in whole or in part as provided in this Section, COUNTY may recover damages to the extent permitted by applicable law, subject to the terms of Part I, Dispute Resolution Procedures, Section 20.0.

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

- 34.3 CONTRACTOR shall not be liable, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but not be limited to: acts of God or of the public enemy, acts of Federal, State, or County Governments in their sovereign capacities, fires, floods, epidemics, riots, earthquakes, quarantine restrictions, strikes, freights 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 CONTRACTOR.

- 34.4 If, after COUNTY has given notice of termination under the provisions of this Section, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Section, the contract will remain in full force and effect.

35.0 TERMINATION FOR CONVENIENCE

- 35.1 The performance of Services under this Contract may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest and such termination is approved by the Board of Supervisors. Termination of Services hereunder shall be effected by delivery to CONTRACTOR of a ninety (90) day advance notice of termination specifying the extent to which performance of Services under this Contract is terminated and the date upon which such termination becomes effective.
- 35.2 After approval of the termination by the Board of Supervisors, COUNTY will provide for the continued placement or removal of Placed Children in a fashion that is consistent with the best interest of children. In addition, CONTRACTOR shall:
- 35.2.1 Stop Services under this Contract on the effective date of termination.
- 35.2.2 Continue to perform, as required by this Contract until the effective date of termination.
- 35.3 After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Contract for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Contract.

36.0 TERMINATION FOR IMPROPER CONSIDERATION

- 36.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 36.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 36.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

37.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

38.0 COVENANT AGAINST CONTINGENT FEES

- 38.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract for either a flat fee, a percentage commission or any other form of remuneration.
- 38.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Contract and/or, at its sole discretion, require

CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

39.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

39.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

39.2 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 maintain compliance, with Los Angeles County Code Chapter 2.206.

39.3 CONTRACTORS Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program is incorporated as Exhibit H of this Contract.

40.0 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 39.0 "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 any other provision of this Contract, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which COUNTY may terminate this Contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

41.0 TIME OFF FOR VOTING

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

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

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

COUNTY OF LOS ANGELES

CONTRACTOR

Name of Agency

By: _____
Philip L. Browning, Director
Department of Children and
Family Services

By: _____

Name: _____

Title _____

By: _____

Name: _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM, INTERIM COUNTY COUNSEL

By: _____
David Beaudet,
Senior Deputy County Counsel