



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

PATRICIA S. PLOEHN, LCSW
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May 4, 2007

ADDENDUM TO DRAFT
GROUP HOME FOSTER CARE SERVICES CONTRACT

This is to provide you with an addendum to the Draft Group Home Foster Care Services Contract released on April 19, 2007 for Public Comment.

The following additions have been made to the Draft Group Home Foster Care Services Contract.

Paragraphs 4.2.1 through 4.2.3, and Subsection 4.3, listed below, have been added to the Draft Group Home Foster Care Services Contract, Part II: Standard Terms and Conditions, Section 4.0, Assignment and Delegation, as follows:

- 4.2.1 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.
- 4.2.2 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.
- 4.2.3 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.
- 4.3 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.

Public Comments are due by Friday, May 11, 2007 and should be e-mailed to: howeli@dcfs.lacounty.gov and bolanp@dcfs.lacounty.gov. Emailed comments should indicate "FFA/GH Contracts Comments" as the subject of the email.

"To Enrich Lives Through Effective and Caring Service"